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CURRENT TOPICS.

LORD JUSTICE COLLINS is expected to sit with the Court of Appeal on and after Monday next, but we regret to say that there seems to be little probability of the early return of LORD JUSTICE RIGBY. Considering that the list of this court contains over a hundred more appeals than it contained a year ago, the prolonged absence of any of the judges is very unfortunate.

LORD JUSTICE ROMER, in the course of his remarks introductory to Lord ROBERT CECIL'S lecture on Wednesday before the Solicitors' Managing Clerks' Association, threw out a jocular challenge which we hope will be taken up. "I cannot help thinking," his lordship is reported to have said, "that if some solicitor's clerk would deliver a lecture to the judges on aspects of the law as seen from a solicitor's office, and from the point of view of the solicitor's clerk, it would be a very instructive and entertaining experience for everyone concerned. I, for one," he said, "would gladly attend." There is only one improvement to be suggested to this challenge. Let a solicitor's managing clerk arrange for a lecture to the Rule Committee on how to drive a coach-and-four through a rule of court, and on other matters needing the attention of rule-makers from a practical point of view. We think that such a lecture would cause that comatose body to rub its eyes.

THE JAPANESE judges, whose presence at the opening of the Courts last week was viewed with so much interest, have not confined the study of our judicial machinery to that part of it which is found in operation in the courts themselves. They have been busily engaged in studying the official arrangements existing in the various departments. It came as a real surprise to our officials to find the learned judges so well-informed about the details of much of our procedure, shewing a previous knowledge of our general official methods and of many of our multitudinous forms of writs and other documents. That they should shew a knowledge of English law caused no surprise, because many of their lawyers come to this country for the purpose of studying our law, but the knowledge of English

practice and procedure manifested by these judges from Tokio naturally gave rise to some expression of surprise. Their explanation was very simple, though perhaps even more surprising still: "We are well acquainted with the *Annual Practice* out in Japan." They are indeed a wonderful people, the Japanese.

It was announced sometime before the recent Long Vacation that a joint committee of the four Inns of Court and of the General Council of the Bar had reported in favour of an alteration whereby the Long Vacation should commence on the 1st of August and end on the 12th of October; the offices being opened on the 1st of October. It will be remembered that the Long Vacation under the R. S. C. 1883 commenced on the 8th of August and terminated on the 2nd of November, but by an Order in Council, dated the 12th of December, 1883, the present periods were fixed, involving a small diminution of the former Vacation. A further extension of this nibbling process is, no doubt, the only course which is practicable at present, and rather sanguine expectations have been based on the recent report. It will be well, however, not to be too confident that any change will be made. The matter is really in the hands of the Lord Chancellor and the judges; and as the proposed change would involve an alteration in the circuits for the summer assizes, and would diminish the holidays of the officials in the offices of the courts, it is easy to see that influence may be brought to bear against the proposed change which may result in the report being shelved.

The steady development of the High Court process generally known as "letters of request," has created a somewhat unsatisfactory state of affairs in regard to the reciprocal arrangements between British and foreign courts for obtaining the evidence of witnesses beyond their respective jurisdictions. The plan of proceeding by letter of request, addressed by the presiding judge of an English court or division to the presiding judge of the foreign court within the jurisdiction of which the witness resides, has undoubted advantages. The foreign court addressed takes the evidence and transmits it to the English court, where it naturally becomes invested with greater judicial importance than if it had been taken on commission by some agent of the parties sent out for the purpose. This method of obtaining evidence was forced upon the English courts about fifteen years ago by the refusal of the German Government to allow evidence to be taken within its territory under the commission of a foreign court. Since that time nearly all the other Continental Governments have followed suit, and the practice of proceeding by letter of request has now become firmly established in respect to witnesses domiciled in foreign countries. As a natural consequence, foreign courts have lately taken to issuing similar letters of request or *lettres rogatoires* addressed to the English courts asking that the evidence of witnesses resident in England may be taken in a similar manner. Whenever this occurs our courts are compelled to decline to take the required evidence. The foreign court has to be informed that the English court does not act in this way, but has another method by which the required evidence must be obtained in this country. The parties to the foreign action must appoint agents in this country to apply to the English court, which on evidence being produced that the examination of a witness or witnesses is required, will appoint an examiner, and order the attendance of the witnesses before him. Or, if the foreign court has issued a commission to some person in this country to take the evidence, the English court will enforce the attendance of witnesses before such commissioner in conformity with the Acts 19 & 20 Vict. c. 113, and 33 & 34 Vict. c. 52, s. 24. We are in a somewhat different, though not altogether dissimilar, position with regard to our own colonies. There is a growing tendency among colonial courts to request our courts to take evidence in England for their use. We on our part constantly send letters of request to colonial courts, and such requests for evidence are always acceded to. But when the request comes from them to us, our answer is the same as to a foreign court except that we refer them to different Acts of Parliament—namely, 22 Vict. c. 20, s. 1, and 6 & 7 Vict. c. 82, s. 5. The United States of America has the same practice as we have. The courts in that country decline to accede to any letters of request, either from us or from foreign countries. If any foreign court requires the evidence of an American witness it must appoint its own commissioner to take it.

It cannot be said that this state of affairs is very satisfactory. We are constantly issuing these requests for evidence addressed to foreign tribunals. These tribunals execute our requests with great care and completeness. The witnesses are summoned, their evidence is taken down, the documents referred to and put in are duly identified and annexed to their depositions, and the whole file of evidence and documents is transmitted to our court through the Foreign Office with the letter of request returned; and in some cases—notably from Germany—a translation into English of the evidence taken accompanies the file of proceedings. We, on the other hand, do nothing for foreign courts in any way comparable to what they do for us. We give no judicial authority to the proceedings whatever. All we do is to make a chamber order for the attendance of witnesses and appointment of an examiner, and we tell the parties that they must manage the rest for themselves. Our method is altogether lacking in that formality which is usual in all official matters involving international communications. There does not appear to be any reason why our High Court should not make arrangements for taking evidence in England for any foreign or colonial court requiring such evidence. It would cost us nothing whatever, nor, so far as we can see, would any statutory authority be necessary. We have a staff of official examiners who are members of the bar to whom examinations are referred, and amongst whom the work is distributed by ballot in rotation. These examiners are paid by the parties according to a fixed scale of fees. Nothing would be easier than to refer examinations under *lettres rogatoires* to these examiners by order under the Act 19 & 20 Vict. c. 113. That can be done now. To complete the operation and invest the examination with official formality, nothing more would be required than an instruction, or rule, providing for the transmission of the depositions and exhibits to the Filing Office of the High Court, where it could be formally sealed and transmitted with the *lettre rogatoire* to the Foreign Office or Colonial Office, as the case might be, for further transmission to the foreign or colonial court. There can be no doubt that this comparatively trifling alteration of our system, which could be easily effected without any cost to the revenue, would be a great advantage in many ways, not the least of which would be that it would place the relations of the English High Court with foreign courts on a more dignified and formal footing in this matter of obtaining evidence in this country for use in foreign courts.

The recent course of the war in the Transvaal makes it worth while to point out the position in international law of our soldiers who, whether wounded or unwounded, are now in the hands of the Boers. The position of wounded prisoners is definitely regulated by the Geneva Convention of 1864, to which Great Britain, the Transvaal, and the Orange Free State are all parties. Article 6 provides as follows: "Wounded or sick soldiers shall be entertained or taken care of, to whatever nation they may belong. Commanders-in-chief shall have the power to deliver immediately to the outposts of the enemy soldiers who have been wounded in an engagement when circumstances permit this to be done, and with the consent of both parties. Those who are recognized, after their wounds are healed, as incapable of serving, shall be sent back to their country. The others may also be sent back on condition of not again bearing arms during the continuance of the war." According to this article there is nothing to fear, subject only to the possibly limited resources of the Boers in medical matters for the treatment of our men who have had the misfortune to be wounded and to have been captured. The Geneva Convention is concerned primarily with the humane treatment of the sick and wounded,

and the case of prisoners who are unwounded is left to be dealt with by usage. Fortunately we are far removed from the times when death was the natural fate for a captive enemy, and the policy of ransom has been abandoned to brigands. In the ordinary course an exchange of prisoners should shortly be arranged for, but, apart from future events, this unfortunately would leave a considerable number of our soldiers with the Boers. These it may be hoped will be permitted to return to British soil upon condition not to serve again during the war or until duly exchanged. Such is the course which civilized opinion requires, and which is indeed most convenient to the enemy. The detention and maintenance of so large a body of men as were captured recently must be a burden of which the Boers would be glad to be relieved. But neither exchange of prisoners nor their release on parole is obligatory upon a belligerent, and as to the general treatment of a prisoner of war a modern authority writes as follows: "He may be disarmed, and subjected to such restraint as is necessary to prevent his escape or further sharing in the operations of the war. He may be interned away from the seat of war, although he must not be rigidly imprisoned. He must be provided with plain and wholesome necessaries of life, and is sometimes even granted a certain rate of pay. But in return he can be compelled to labour according to his degree, so long as the enforced task be in no way in direct aid of the operations of the war. And though he may not be robbed of his ordinary valuables, any large sums of money found in his possession may be taken from him and applied to his support": T. A. Walker, Science of International Law, p. 354, referring to the "Instructions for the Government of the United States Armies in the Field."

THE GUARDIANS of Leicester have placed themselves in a most unfortunate position. They refused to appoint a vaccination officer in obedience to their statutory duty, and the Local Government Board, shortly before the Long Vacation, obtained a *mandamus* ordering them to make an appointment. This order of the High Court was recently considered by the guardians, and a resolution was carried by a majority refusing to make the appointment. This resolution they requested their solicitor to endorse upon the writ. That gentleman very properly declined to take a step which would amount to a contempt of court, probably on his own part as well as on that of the guardians, and advised his clients that, the writ being a peremptory writ of *mandamus*, only one return would be accepted by the High Court, and that must be a return of unqualified obedience. The time for making such a return has expired, and the guardians are now face to face with the High Court. The weak point of the whole unfortunate story is that the guardians really wish to raise an entirely different question from that which they have actually raised. They have apparently no objection to appoint a vaccination officer, but they do object to any officer they may appoint taking legal proceedings against parents under the Vaccination Acts without their express direction. They, therefore, desire to appoint an officer with a condition attached to his appointment that he shall only prosecute where he has specific directions from the guardians so to do. Such an appointment was actually made by another board of guardians in the same county, the Lutterworth guardians; but the Local Government Board informed them that the duties of the vaccination officer are defined by statute and by orders made by the board under statutory authority, and that guardians have no power to restrict these duties. The board accordingly declared the appointment void. It is this ruling of the Local Government Board which the Leicester guardians really desire to call in question; but in refusing to appoint a vaccination officer they have chosen a singularly unfortunate method of raising the question they wish to have decided. As to the question itself, it was held by the Queen's Bench Division in *Bramble* v. *Lowe* (45 W. R. 367; 1897, 1 Q. B. 283), before the passing of the Act of 1898, that a vaccination officer has authority of his own motion, without any special authority from the guardians, to institute proceedings against offenders under the Act of 1867. Section 1 of the Act of 1874 gives the Local Government Board power to make rules with respect to the duties of guardians and their officers, and rules have been made by the Vaccination Order, 1898. By these rules it is expressly declared to be the duty of the vaccination officer to take legal proceedings to enforce the law. It is also provided that the guardians shall require the officer to duly perform his duties under the order, and further that they shall pay the reasonable costs of proceedings.

TWO CASES involving interesting questions of highway law were before the Court of Appeal on Tuesday last. In *Neeld* v. *Hendon Urban District Council* the question was whether a piece of land lying between the metalled part of a road and the hedge was part of the highway or private property. The plaintiff alleged that the land was a part of the waste of the manor and did not form part of the highway, and he set up various acts of ownership which had been exercised in respect of it from time to time. In 1874 it had been enclosed by posts and rails which separated it from the metalled road. The defendants, as highway authority, claimed the land as part of the highway, and appear to have relied on the presumption that everything between the two hedges is highway, whether it be metalled or greensward. The actual width of the way which has been dedicated is a question of fact in each case, but the presumption referred to has been recognized in several cases, of which *Reg.* v. *United Kingdom Electric Telegraph Co.* (31 L. J. M. C. 166) is perhaps the most important. In that case MARTIN, B., directed the jury that, in the absence of evidence to the contrary, the public are enabled to use the whole space between the fences as a highway, and are not confined to the metalled portion, and his direction was approved by the Court of Queen's Bench. A similar view was taken by JAMES, V.C., in *Turner* v. *Ringwood Highway Board* (L. R. 9 Eq. 418), and by BYRNE, J., in *Harris* v. *Northampton County Council* (61 J. P. 699). In the present case the Court of Appeal (Lord RUSSELL OF KILLOWEN, C.J., and A. L. SMITH and VAUGHAN WILLIAMS, L.JJ.) seem to have cast some doubt upon the general applicability of the presumption. But in the present case they thought that the presumption, if it existed, was rebutted by the acts of ownership openly exercised by the owners of the adjoining close, and in particular by the erection and re-erection of the posts and rails in 1874 and 1885. They therefore affirmed the judgment given in favour of the plaintiff by CHANNELL, J. The question frequently recurs, and it will be interesting to note how far the presumption of law is affected by the judgment of the Court of Appeal when fully reported. In *Daventry District Council* v. *Parker* the highway authority sought to recover the amount expended by them in repairing two roads passing through a farm of which the defendant was the freeholder but not the occupier. The highway was repairable *ratione tenuræ*, and the question was whether the owner or the occupier was the proper person to be proceeded against. No doubt existed as to the old practice on the subject: an indictment for non-repair could be laid against the occupier only (1 Rolle Abr. 390; *Reg.* v. *Barker*, 25 Q. B. D. 213), although it seems that the occupier could demand reimbursement from the owner: *Baker* v. *Greenhill* (3 Q. B. 148). But section 25 (2) of the Local Government Act, 1894, enacts that in a case of failure to repair by a person liable *ratione tenuræ* the district council has to do the repairs "and recover from the person liable to repair the highway the necessary expenses of so doing." It has been suggested that under this section the owner may be directly sued by the district council to recover their expenses. The contrary was recently decided by a Divisional Court in *Cuckfield Rural District Council* v. *Goring* (1898, 1 Q. B. 865), and this decision has now been approved by the Court of Appeal in *Daventry District Council* v. *Parker*.

THE NEW German Civil Code, which comes into operation on the 1st of January, 1900, recognizes (section 1569) the lunacy of a spouse as a ground for divorce, but only where the malady continues during at least three years of the union, and has reached such a pitch that intellectual intercourse between the spouses is

impossible, and also that every prospect of a restoration of such association is excluded. If one of the spouses obtains a divorce on the ground of the lunacy of the other, the former has to allow alimony just as a husband declared to be the sole guilty party in a divorce suit would have to do (sections 1585, 1578). It may be interesting to state briefly, by way of contrast, the provisions of our own law in regard to insanity and divorce. Supervening insanity is no bar to proceedings by (*Baker* v. *Baker* (1880, 5 P. D. 142)) or against (*Mordaunt* v. *Mordaunt* (1874, L. R. 2 H. L. Sc. 374)) a lunatic husband or wife for divorce or separation for previous alleged matrimonial offences. Supervening insanity does not avoid a marriage, or constitute *per se* a ground for judicial separation: *Hayward* v. *Hayward* (1858, 1 Sw. & Tr. 84), *Hall* v. *Hall* (1864, 3 Sw. & Tr., at p. 349). But cruelty does not cease to be a cause of suit if it proceeds from violent and disorderly affections falling short of positive insanity (*White* v. *White*, 1859, 1 Sw. & Tr. 592)), and possibly even cruelty springing from intermittent or recurrent insanity might be held a ground for judicial separation, since in such cases the party offended against cannot protect himself or herself by securing the permanent confinement of the offending spouse: *Hanbury* v. *Hanbury* (1892, Prob., at p. 225). Whether insanity at the time an alleged matrimonial offence was committed is a bar to a suit for divorce or separation is an open question; and in any event, in order that it may be so, the insanity must be of such a character as to have prevented the insane party from knowing the nature and consequences of his act at the time when he committed it: *Hanbury* v. *Hanbury* (1892, 8 T. L. R., at p. 560).

WHETHER OR NOT there is truth in the reports, current at present, that the Samoa Convention is about to be revised or dissolved, it is tolerably certain that England will not repeat in any quarter of the globe the extraordinary judicial experiment of which the Supreme Court of Samoa has offered an example. We have, indeed, an International Court at Chiengmai, but it bears little real analogy to the Samoan tribunal. The international status of Siam is one thing; that of Germany and the United States—our partners in the Samoan case—is another; and further, in Siam the British consul or vice-consul has power to require the removal of any case in which British subjects are parties, for trial before the District Consular Court at Bangkok. The Supreme Court of Samoa, consisting of a Chief Justice (who is to be of "mature years") nominated by Great Britain, Germany, and the United States, or, in default of their agreement, by the King of Sweden and Norway, is not a court of general jurisdiction at all. It is an international tribunal with special and limited jurisdiction (in which, curiously enough, the determination of any disputed question of kingship in Samoa was included), final within its own jurisdiction and powerless outside of it. It was, moreover, made to co-exist—without any satisfactory regulation of mutual relations—with the various consular jurisdictions of Samoa, the result being a perpetual "conflict of laws." We have many different judicial systems at work throughout the world, but probably none of them has been more troublesome than this.

ASSIGNMENTS OF LEASEHOLDS RESERVING RENT.

IT sometimes happens, where it is intended to create an underlease, that by error a term is granted equal to or longer than that vested in the underlessor. The consequences of so doing are somewhat serious, and it may be useful to discuss them.

"When a lessee for life or years doth grant over all his estate or time unto another, this assurance is more properly called an assignment than a lease" (Shep. Touch. 266). Notwithstanding doubts which were formerly entertained, it is now settled law that where a lessee for years conveys by deed to a stranger the property comprised in his lease for a term expiring contemporaneously with or later than the term vested in him, his conveyance operates as an assignment: *Palmer* v. *Edwards* (1 Doug. 187), *Parmenter* v. *Webber* (8 Taun. 593), *Pluck* v. *Digges* (5 Bli. N. S. 31), *Wollaston* v. *Hakewell* (3 Man. & Gr. 297), *Beardman* v. *Wilson* (L. R. 4 C. P. 57).

The Real Property Act, 1845, requires all assignments of terms to be made by deed; the question therefore arises, What is the effect of an instrument, not executed as a deed, purporting to be an underlease to a stranger, which, owing to the term granted by it being equal to or longer than the term vested in the underlessor, would, if it had been a deed, have operated as an assignment? In a case of this nature, if the instrument considered as a lease would not be void under the Statute of Frauds, it may be supported as an underlease: *Poultney* v. *Holmes* (1 Str. 405). Some doubt was thrown on this decision by *Barrett* v. *Rolph* (14 M. & W. 348), but it had been followed by the Court of King's Bench in *Palmer* v. *Edwards* (1 Doug. 187); and in *Pollock* v. *Stacy* (9 Q. B. 1033), upon a review of the authorities, the Court decided that *Poultney* v. *Holmes* had not been overruled.

It was at one time doubted whether a rent reserved by the assignment to the assignor was a rent strictly so-called, or a mere gross sum of money payable by instalments. The question is one of considerable importance, as a rent is, and always was, assignable at law, while a gross sum, being only a *chose in action*, was assignable in equity only. In —— v. *Cooper* (2 Wils. 375) the court went so far as to say that "there is no such thing as a rent-seck, rent-service, or rent-charge, issuing out of a term for years." This statement is obviously erroneous, for where a tenant for years grants an underlease reserving rent the rent is rent-service, and COKE expressly states (Co. Lit. 147b) that a man possessed of a term for years can grant a rent out of it. It has been decided that where a term is assigned, a sum reserved by the assignment, payable periodically to the grantor, is a rent (*Newcomb* v. *Harvey* (Carth. 161), *Baker* v. *Gostling* (1 Bing. N. C. 19), *Williams* v. *Hayward* (1 El. & El. 1040)), on the ground that if it were otherwise great injustice might be occasioned, as the tenant, if evicted, would have no answer to an action on his covenant for payment if the so-called rent was merely a sum in gross, while if it were a true rent eviction would be a defence to the action. It was also decided in some of the cases cited that the rent was assignable at law.

The next question for consideration is, What is the nature of the rent? Is it rent-service, rent-seck, or rent-charge? Since the Statute of *Quia Emptores* it is not possible to create a tenure between subjects unless the grantor retains a reversion; in other words, it is not possible to create rent-service without retaining a reversion (Co. Lit. 142b); hence in the case under consideration the rent is not rent-service. It follows that the rent reserved on an assignment of a term must be either a rent-seck or a rent-charge, which only differ inasmuch as a rent-seck is a rent granted without, while a rent-charge is a rent granted with, a power of distress. The Act 4 Geo. 2, c. 28, s. 4, gives the same remedy for the recovery of a rent-charge by distress as in the case of a rent reserved by a lease. It has, however, been held in —— v. *Cooper* (2 Wils. 375) that, notwithstanding the Act of Geo. 2, rent reserved on the assignment of a term cannot be distrained for, and this decision was followed in *Parmenter* v. *Webber* (8 Taunt. 593; the reference to the Year Book in these cases is incorrect, the reference ought to be to 45 Ed. 3, fol. 8, pl. 10). It is difficult to see on what grounds the decision that the Act of Geo. 2 does not apply to a rent of this nature can be supported: see *Dodds* v. *Thompson* (L. R. 1 C. P. 133).

The assignor or his assigns can recover the rent by an action (formerly of debt): *Newcomb* v. *Harvey* (Carth. 161), *Williams* v. *Hayward* (1 El. & El. 1040). It need hardly be said that where the assignee enters into an express covenant for payment of the rent the assigns of the assignor can sue on it: *Baker* v. *Gostling* (1 Bing. N. C. 19).

In the case we have discussed—viz., where the term granted is by mistake made equal to or exceeding that vested in the assignor—an express power of distress is never inserted, but in other cases, as, for example, on the assignment of part of the property comprised in a lease at an apportioned rent, where the term granted is intentionally made equal to that vested in the assignor, it appears to be expedient to insert it. There is, however, a question whether the insertion of the power may not make the assignment a bill of sale within the meaning of the Bills of Sale Acts. The Act of 1878 provides (section 6) that "Every . . . instrument . . . whereby a power of distress is given or agreed to be given by any person to any other person by way

of security for any present, future, or contingent debt or advance, and whereby any rent is reserved or made payable as a mode of providing for the payment of interest on such debt or advance, or otherwise for the purpose of such security only, shall be deemed to be a bill of sale, within the meaning of this Act, of any personal chattels which may be seized or taken under such power of distress." It will be noticed that in order to bring a power of distress within the section, two conditions must be fulfilled—(1) the power must be given as security for a debt or advance, and (2) the instrument must reserve a rent payable as a mode of providing for the interest, or otherwise for the purpose of the security only. Where the power of distress is given merely to secure payment of a rent, neither of these conditions is fulfilled. The first is not satisfied because, although any annual payment of the rent as it becomes due may be considered as a future debt, still the object of the insertion of the power is to secure the payment of the entire rent, not of any annual payment only. Whether the reader agrees with this reasoning or not—and it must be admitted that it is perhaps not quite conclusive—it is perfectly clear that the second condition is not fulfilled, as the rent is not reserved or made payable merely as a mode for providing for the payment of interest or for the purpose of a security.

The next question for consideration is whether a power of distress must be restricted as regards perpetuities. The answer appears to be in the negative, for it will be remembered that the mere taking of goods under a distress did not at common law confer any property in them: they were merely taken to enforce payment. By distress the distrainer gains neither a general nor a special property, nor even the possession, in the things distrained. They are in the custody of the law by the act of the distrainer and not by the act of the party distrained upon. The power of sale was subsequently given to the sheriff by statute. In *Daniel* v. *Stepney* (L. R. 7 Ex. 327, 9 Ex. 185) a power of distress, not restricted as to perpetuity, over lands not included in the demise to secure rent was held valid, but the question as to perpetuity was not raised.

On the assignment of part of the property comprised in a lease at an apportioned rent, a power of re-entry is often reserved to the assignor on non-payment of the rent. Two forms are in use, one, similar to that usually employed in leases for years, empowering the assignor to re-enter absolutely. Although such a condition was formerly valid without any restriction as to perpetuity (Lit. sect. 326), it probably would be held void at the present day. The other form of the power of re-entry merely enables the assignor to re-enter and retain the land till he be satisfied of the arrears. The question whether a power of this nature is subject to the rule against perpetuities is one of considerable difficulty. Littleton says that it is valid (sect. 327). This view is taken in *Jemot* v. *Cooley* (T. Raym. 158), on the ground that the rent is the principal, and the power to enter is a further, remedy: see *Havergill* v. *Hare* (Cro. Jac. 510) to the same effect. It must, however, be remembered that the rule against perpetuities has received great development within the last few years, and as the clause in question confers an interest in the land on the person to whom the power of entry is reserved (see the cases last cited), it is probable that a power of entry, even in the restricted form, will be held void unless it is so framed as not to offend against the rules as to perpetuities, but the question is open to some doubt.

There remains the question how far the provisions of the Conveyancing Act, 1881, s. 44, apply to a rent reserved to the assignor of a term. The remedies given by that section are a power of distress, a restricted power of re-entry, and a power to limit a term to a trustee to raise the amount due, with costs. But these remedies are applicable "as far as those remedies might have been conferred by the instrument under which the annual sum arises." We have already attempted to shew that the power of distress is not obnoxious to the Bills of Sale Acts, and that it need not be restricted as to perpetuities, and that the power of re-entry ought probably to be so restricted. The power to limit a term must be restricted as to perpetuities. The practical conclusion is, that until a decision has been reported, it will be proper to restrict the statutory powers, except the power of distress, so as to comply with the rule against perpetuities: see the form, 1 Key & Elphinstone 434.

AGREEMENTS FOR COMPENSATION FOR AGRICULTURAL IMPROVEMENTS.

During the past year section 57 of the Agricultural Holdings (England) Act, 1883, which at first sight appears to exclude a tenant from all right of compensation under an express agreement in respect of matters for which compensation is provided under the Act, has been the subject of consideration in two cases (*Newby* v. *Eckersley*, 47 W. R. 245; 1899, 1 Q. B. 465; and *Re Pearson and I'Anson*, 68 L. J. Q. B. 878), and important decisions have been given in favour of the tenant. The scheme of the Act, as is well known, is to give the tenant on quitting his holding compensation in respect of the various improvements specified in the three parts of the schedule. In respect of the improvements in Part I. the previous consent of the landlord is required, and in respect of an improvement in Part II.—*i.e.*, a drainage improvement—previous notice to the landlord is required. In both these cases it is specially provided that agreements for compensation can be entered into, and compensation payable under such an agreement is to be deemed to be substituted for the compensation payable under the Act. In general, however, an agreement which deprives the tenant of the right to claim under the Act is bad, section 55 providing that "any contract, agreement, or covenant made by a tenant, by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement mentioned in the First Schedule"—except agreements for substituted compensation in the cases just referred to—"shall, so far as it deprives him of such right, be void both at law and equity." But while the tenant is thus prevented from contracting himself out of the Act, does it also follow that he is restricted to the compensation which he can claim under the Act so as to be debarred from making his own bargain for compensation with the landlord? This result follows, if at all, from section 57, the marginal note to which is, "Compensation under this Act to be exclusive." The marginal note, however, cannot be taken into account in interpreting the section, which runs: "A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorized by this Act in respect of any improvement for which he is entitled to compensation under or in pursuance of this Act, but where he is not entitled to compensation under or in pursuance of this Act, he may recover compensation under any Act of Parliament, or any agreement or custom, in the same manner as if this Act had not passed."

It can hardly be doubted that at first sight this enactment appears "to substitute absolutely, as to all scheduled improvements, compensation under this Act, for compensation by custom, or by agreement otherwise than as provided by sections 3 to 5": see Lely and Pearce's Agricultural Holdings (2nd ed.), p. 137. In other words, while under section 55 the tenant cannot deprive himself of his right to claim under the Act, so under section 57 he cannot in respect of the scheduled improvements bargain for any rights other than those which the Act gives him. This, however, is not the view which the courts have taken in the recent cases, and it would seem that, provided the tenant does not claim under the Act, he is at liberty to make any claim to compensation which his express agreement with the landlord justifies. In *Newby* v. *Eckersley* the point did not distinctly arise, inasmuch as the tenant there was claiming in respect of various items, some of which did not fall within the scope of the Act. The plaintiff, who was tenant to the defendant, set up an oral agreement that, if he would waive his right to the six months' notice provided for by his lease, and deliver possession of the premises at the end of the current year of the demise, he should receive compensation, the amount to be determined by two valuers to be appointed, one by the plaintiff and one by the defendant, in respect of four items, one of which—purchased feeding stuffs consumed on the premises—was within the schedule to the Act, while the other three—the value of hay left on the premises, a new floor to the barn, and the cost of manuring a part of the farm—were not. The plaintiff quitted the farm accordingly, and the compensation was assessed; but the landlord, while he was willing to pay in respect of the last three items, and tendered the amounts, disputed his liability to be sued in respect of the first, although he was willing apparently that compensation should be recovered

under the machinery of the Act, the requirement of two months' notice for this purpose being taken to be waived by the agreement. The tenant rejected the tender of the three sums, and brought his action for the entire compensation.

The Court of Appeal (A. L. SMITH, CHITTY, and COLLINS, L.JJ.) held that the claim was outside the Act and that there was nothing in the Act to prevent the tenant from making it. Lord Justice A. L. SMITH arrived at this result by a process at once simple and ingenious, and which is independent of the circumstance that the claim was a mixed one, partly for improvements within and partly for improvements without the Act. Section 57 says that a tenant shall not be entitled to claim compensation in respect of scheduled improvements otherwise than in manner authorized by the Act, and, if the word "tenant" is to be taken generally, the section would have the meaning which it *primâ facie* bears. But, on referring back to section 7, which is the first of the provisions prescribing the procedure under the Act, it will be found that it runs: "A tenant *claiming compensation under this Act* shall, two months at least before the termination of the tenancy, give notice in writing to the landlord of his intention to make such claim." If, then, the words "claiming compensation under this Act" can be treated as qualifying "tenant" where this last word occurs subsequently, an important modification is introduced into section 57. It now applies not to a tenant generally, but only to a tenant who is claiming compensation under the Act, and it is only when he is making such a claim that he is debarred from claiming also under an agreement. This construction was adopted by the Court of Appeal. "In like manner," said A. L. SMITH, L.J., after referring to section 7 and other earlier sections, "the 'tenant' referred to must be a tenant claiming compensation under the Act." In this view both the late Lord Justice CHITTY and COLLINS, L.J., concurred.

The decision in *Re Pearson and I'Anson* naturally followed from the above reasoning, though here the circumstances raised the question at issue more clearly. A tenant had taken land, part of which was a market garden and the remainder a farm. Finding that the farm did not pay, he obtained in 1887 the consent of the landlord's agent to use the whole for market gardening, and the agent engaged that he should on leaving be allowed a "market garden" valuation. The tenant accordingly expended large sums of money in the planting of portions of the farm and its cultivation as a market garden, and in particular he erected forcing sheds and other fixtures, and planted many acres with fruit bushes and strawberries, and various vegetable crops. Altogether he appears to have spent from £1,500 to £2,000. For these improvements it seems he would have been entitled to compensation under the Market Gardeners' Compensation Act, 1895, had the procedure of the Acts been adopted, but no notice of claim was given under section 7 of the Agricultural Holdings Act, 1883, and hence the tenant, being deprived of recourse to the statutory compensation, could only recover compensation, if at all, under his agreement.

Such a case as this shews how unjust it would be if a tenant was confined to his statutory rights. Where he has made no special agreement on his own account, then the statute steps in to mitigate the rigour of the common law, under which (save by custom) no compensation is payable, and gives the tenant a right to compensation provided he follows the procedure marked out. But if a tenant is provident enough to make his own bargain as to compensation, there is no reason why he should not be allowed to waive the benefit of the statute, and to claim under his agreement. At first sight, as we have pointed out, section 57 seems to preclude this and to tie down the tenant to take under the statute or not at all; but the concluding part of the section suggests that this is not its real meaning, and the true interpretation has been arrived at by importing from section 7 the words referred to above. The section applies only to the case of a tenant who is claiming under the Act, and if for any reason he does not claim under the Act, then he is at liberty to claim under his agreement, or —for this necessarily follows—in the absence of agreement he may claim under a custom. The Divisional Court (GRANTHAM and KENNEDY, JJ.), who decided *Re Pearson and I'Anson (supra)*, adopted this view and allowed the tenant's claim to a market garden valuation under his agreement. A consideration which weighed strongly with GRANTHAM, J., was that otherwise the Act of 1883 would be a positive injury to tenants. "It seems incredible," he said "that a statute which was specially intended to benefit the tenant should by its provisions, which must be assumed to have been known to the Legislature, injure him most seriously by depriving him of rights which he previously possessed." This result, in consequence of the mode of construction adopted by the Court of Appeal in *Newby* v. *Eckersley (supra)*, is averted, and the difficulty which has been hitherto felt in drafting agreements which vary the statutory right to compensation need be no longer felt. The statute leaves the landlord and tenant free to contract subject only to this, that the tenant cannot be deprived of the option to have recourse to his right to compensation under the Act.

THE NAME AND ARMS CLAUSE.

AN interesting decision on the mode of complying with a "name and arms clause" has just been given by BYRNE, J., in *Re Lord Eversley*. Such a clause is an instance of the wider class of clauses known as shifting clauses, and, in common with this wider class, it has been the subject of a good deal of technical discussion: see Butler's note to Co. Lit. 327*a*; Dav. Conv. III., p. 351; Vaizey on Settlements II., p. 1262). According to the form in Key & Elphinstone (6th ed. II., 589) it is provided (omitting for brevity the reference to arms) that every person who shall under the prior limitations become entitled as tenant for life or tenant in tail by purchase, other than a person using the surname in question, shall within one year after becoming so entitled assume the surname "either with or without his or her own proper surname"; and in default of the person so entitled assuming the surname, or in the event of his disusing it otherwise than upon becoming a peer, then, if tenant for life, he is to hold the rents and profits of the estate in trust for the person who would be entitled if he were dead, and if tenant in tail the estate tail is absolutely to determine and the estates to devolve as though the person so entitled were dead without having had issue inheritable under the limitation in tail. The provision that the defaulting tenant for life is to become a trustee for the person next entitled, instead of the estate going over as if he were dead without issue, has been said to be in accordance with the intention which usually governs such clauses as distinguished from shifting clauses generally—namely, that on the failure of an individual to comply with the prefatory injunction, it is he only, and not his family, which is to suffer (Vaizey, p. 1288). Moreover, as it is not contemplated that the forfeiture will really take effect, it is considered sufficient to make it a forfeiture of the equitable estate only without shifting the legal estate as well (Davidson's Conv. IV., p. 495).

In the recent case before BYRNE, J., however, no question arose as to the form of the limitations, but the tenant for life desired to have it determined whether he would be sufficiently complying with the condition of the clause if he prefixed the surname which he was to take to his own surname. By the will of the late Vicount EVERSLEY, who died in December, 1888, an estate was limited to two ladies as tenants for life in succession, and then to the use of the testator's grandson, Mr. GERALD ST. JOHN MILDMAY, with remainder to his first and other sons in tail male, with remainders over. The testator declared that any person who should become entitled as tenant for life to the actual possession or to the receipt of the rents and profits of the devised estate, and who should not then bear the surname and arms of SHAW LEFEVRE, should within one year after he should become so entitled take upon himself and use upon all occasions the surname of "SHAW LEFEVRE" *alone or together with his own family surname*, and quarter the arms of SHAW LEFEVRE, &c. In case of his refusal, the limitations to his use were to determine. The second of the prior tenants for life died in April of the present year, and Mr. ST. JOHN MILDMAY wished to get off by calling himself Mr. SHAW LEFEVRE ST. JOHN MILDMAY.

A similar attempt was made in *D'Eyncourt* v. *Gregory* (1 Ch. D. 441), but without success. There upon a devise of real estate the testator, GREGORY GREGORY, provided for a settlement of the estate and directed that the settlement should contain a clause that every person who should become entitled to the receipt of the rents and profits and should not then be called by the name of "GREGORY" should within the space of one year assume "the surname of 'GREGORY.'" The estates in August, 1875, devolved upon Sir WILLIAM EARLE WELBY, who, in October of the same year, obtained the royal licence to take and use the surname of GREGORY in addition to and before that of WELBY, and he presented a petition praying that it might be declared that he had duly complied with the conditions contained in the will of the testator. On his behalf it was stated that there was no recorded decision as to whether

the use of the prescribed surname before that of the person becoming entitled to the estate was a sufficient compliance with a name and arms clause such as that in question, but that it appeared from a number of cases collected by the authorities at the College of Heralds to have been generally assumed that it would be. JESSEL, M.R., however, was not impressed with this statement, and he was clear that the use of the surname GREGORY before that of WELBY was not a sufficient compliance with the condition of the will.

In the present case of *Re Lord Eversley* there is the important distinction that the tenant for life was not directed to take the surname of SHAW LEFEVRE simply, but he was directed to use it "alone or together with his own family surname." It only requires the application of the principle that clauses tending to defeat estates are to be taken strictly, and the conclusion at which BYRNE, J., arrived in favour of the tenant for life necessarily follows. The testator could not have intended that the final name only should rank as a surname, for he expressly contemplates the tenant for life retaining his own name in that capacity. Since, then, the tenant for life may bear both names—his own and SHAW LEFEVRE—as his surname, and since the testator did not himself direct the order in which they were to come, an option is clearly left with the tenant for life. Such, at least, is the legal result, though it may be doubted whether it was the testator's intention. In the present instance BYRNE, J., accordingly held that the tenant for life would do all that was required of him by using the name of SHAW LEFEVRE in the manner suggested.

REVIEWS.

THE PRACTICE OF THE SUPREME COURT.

THE ANNUAL PRACTICE, 1900: BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT. WITH NOTES, FORMS, &c. By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNEY, B.A., a Master of the Supreme Court; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. IN TWO VOLUMES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The past year has been singularly uneventful in the matter of changes of procedure, and no considerable alterations in the new edition of the White Book were to be expected. The work is published as before in two volumes, the forms and Judicature Acts, and various subsidiary matter being placed in the second volume. The index is again printed at the end of each volume. Some slight changes in arrangement shew that, while no extensive change is practicable, the editors are careful to make such improvements as are possible. For instance, the forms of affidavits of service which in the previous edition incumbered the notes to ord. 13, r. 2, have now been removed to vol. II., and are printed in a much more convenient manner as Part II. of Appendix B. The time-table, again, which is appended to ord. 64, has been improved, and is now arranged in alphabetical order instead of in the order of the proceedings in an action. The rules which have received most attention during the past year are perhaps the revised rule as to the joinder of parties (ord. 16, r. 1) and those of order 30, making the summons for directions compulsory. The former rule has on several occasions been the subject of judicial decision, a noteworthy instance being the Covent Garden case, where six market gardeners joined in suing the Duke of Bedford for breaches of their market rights (*Ellis* v. *Duke of Bedford*, 47 W. R. 170, 385). Romer, J., held that the joinder was bad, but his decision was reversed by the Court of Appeal. This and other cases will be found duly entered in the notes. Order 30 stands on a special footing, inasmuch as there appears to be an entire lack of reported decisions as to the practice under it. In some respects, doubtless, this is a public benefit. The order is intended to give the court control over the initial stages of an action, and this control can be better exercised if it is unfettered by precedents. At the same time it is not as if order 30 stood by itself. The order has been flung into the midst of existing rules which purport to regulate these initial stages, and in the absence of judicial decisions it is not easy to say how far the rules stand or how far they are abrogated. The editors of the White Book have done their best to assist the profession by explaining in the notes to the order the actual practice under it, and unreported cases are frequently referred to. In this and other respects the present edition has been carefully brought up to date.

SUPREME COURT PRACTICE.

THE YEARLY SUPREME COURT PRACTICE, 1900: BEING THE JUDICATURE ACTS AND RULES, 1873 TO 1899, AND OTHER STATUTES AND ORDERS RELATING TO THE PRACTICE OF THE SUPREME COURT, WITH THE APPELLATE PRACTICE OF THE HOUSE OF LORDS. WITH PRACTICAL NOTES. By M. MUIR MACKENZIE, B.A., a Bencher of the Middle Temple; S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law; and JOHN CHARLES FOX, a Master of the Supreme Court; assisted by C. G. S. MCALESTER, B.A., ARCHIBALD READ, B.A., and BRUCE L. RICHMOND, M.A., Barristers-at-Law. IN ONE VOLUME. Butterworth & Co.

A very useful feature of the Yearly Practice, which now appears for a second time, is the publication in consolidated form of the series of Judicature Acts. The Acts form one code of law, and, pending their consolidation by the Legislature, it is a distinct advantage to have them so arranged that their real effect can be grasped. It is necessary at the same time to put the reader in a position to trace the sections of each statute, and this the editors have done in the prefixed "Table of Consolidated Statutes." This first tabulates the sections of the Act of 1873, placing under each a reference to the various cognate sections of the later statutes; and then the later statutes are themselves tabulated, with cross references to the places in the text of the Act of 1873, where the different sections are to be found. The arrangement is ingenious and successful, and very much facilitates the task of referring to the Judicature Acts. The statutes are very fully annotated, but it is a misfortune that so much substantive law was mixed up with the changes in procedure which the Judicature Acts introduced. The chief offender in this respect is section 25 of the Judicature Act, 1873, as amended by section 10 of the Act of 1875. Questions of the administration of insolvent estates, of the effect of the Statute of Limitations on express trusts, of merger, or of the assignment of *choses in action*, are no part of the law of procedure; but owing to the methods of the Legislature they are included in our procedure code, and the editors of that code are consequently bound to incorporate the decisions upon them. In printing the Rules of the Supreme Court, the editors adopt the plan of relegating all notes to the foot of the page. It is thus possible to read the rules of each order consecutively, and the book gains in clearness, while, since the notes run concurrently with the rules, reference to the notes is perfectly easy. In the notes the recent cases appear to have been fully included, and in many instances space is saved by summarizing their results in tabular form. At p. 500, for example, the cases on application for taxation and delivery of bills of costs are thus presented. In addition to the R. S. C., the other rules required in practice, including the Supreme Court Funds Rules, the Settled Land Act Rules, the Judicial Trustee Rules, and the portions of the Land Transfer Rules relating to applications to the court, have been incorporated, as well as much miscellaneous matter. The work presents the practice of the Supreme Court fully and conveniently, and at the same time, so far as is possible, concisely.

BILLS OF EXCHANGE.

A TREATISE ON THE LAW OF BILLS OF EXCHANGE, PROMISSORY NOTES, BANK NOTES AND CHEQUES. By the Right Honourable Sir JOHN BARNARD BYLES, late one of the Judges of Her Majesty's Court of Pleas. SIXTEENTH EDITION. By MAURICE BARNARD BYLES and WALTER JOHN BARNARD BYLES, Barristers-at-Law. Sweet & Maxwell (Limited).

Prior to the codification of the law of bills of exchange by the Act of 1882, "Byles on Bills" was an accepted authority on the subject, and the number of editions which were published is a sufficient witness to the reputation which it had attained. But the position of such a book before and after the codification is materially different, and we doubt whether the present editors have realized the treatment which is essential in order to preserve the utility of the work. In all matters concerning bills of exchange it is now essential to refer, in the first instance, to the words of the Act, and, when this has been done, recourse will be had to such explanations as the commentator can give by the help of decided cases and his knowledge of mercantile usage. But instead of making this course easy to the reader, the editors relegate the Act to an Appendix, and leave it there without any preparatory table to indicate its contents, and without any marginal references to shew where the various sections are treated of in the text. A table is inserted, indeed, at the commencement of the book, which will enable the reader to remedy the omission; but to add to the Act the table and the references which we have suggested would have been perfectly easy, and would have been a great convenience.

But if the Act where it stands in the Appendix is insufficiently provided with explanatory apparatus, there seems to be further ground for criticism in the manner in which its provisions are introduced into the text. Section 48, for instance, deals with the notices to be given when a bill is dishonoured by non-acceptance or non-payment, two provisoes being added which deal specially with the case of dishonour by non-acceptance. In the text notice of dishonour forms the subject of chapter 15, and the chapter would

naturally commence with the rule laid down in section 48. Hence section 48 heads the chapter, but it is printed as an integral part of the text, and is altered just enough to prevent its being a literal transcript of the section. It would be much more convenient if it was given in the exact words and in such a manner as to shew that the statute was being quoted. The same remark applies to other cases where the provisions of the Act are introduced into the text. If the book were a succinct explanation of the theory and practice as to bills of exchange, such treatment would not be looked for. But a detailed statement of the law must at the present time be founded on the statute, and, as far as possible, the reader should have the very words of the statute put before him in the text.

Moreover, the manner in which notable recent cases are treated is not in all instances satisfactory. A question of great importance, which has been the subject of recent discussion, is the negotiability of debentures to bearer. In the case of *Bechuanaland Exploration Co.* v. *London Trading Bank* (1898, 2 Q. B. 658), Kennedy, J., decided in favour of their negotiability, but this involved his adoption of the theory of Cockburn, C.J., in *Goodwin* v. *Robarts* (L. R. 10 Ex. 337) that negotiability can be conferred by a custom of modern origin as against the ruling in *Crouch* v. *Credit Foncier* (L. R. 8 Q. B. 374) that the custom must be immemorial. The editors refer to these cases in a note (p. 80), but they do not indicate the nature of the question in dispute, nor the varying opinions which are held as to its correct answer: see the recent articles by Mr. Bosanquet and Mr. F. B. Palmer in the *Law Quarterly Review*, vol. XV., pp. 130, 245, and Willis on Negotiable Securities, p. 36. The most noteworthy cases recently decided on bills of exchange are *Vagliano Bros.* v. *Bank of England* (39 W. R. 657; 1891, A. C. 107), and *Scholfield* v. *Earl of Londesborough* (45 W. R. 124; 1896, App. Cas. 514), but the treatment of each is very meagre. Some of the space given to cases which were decided prior to the Act of 1882, and which are now of secondary interest, might well have been devoted to expounding the meaning and tendency of modern decisions of so much importance. To the reference to *Young* v. *Grote* (4 Bing. 253), is added the remark that the case has been much criticized and nowhere more than in *Scholfield* v. *Londesborough*. This is quite correct, though it must be assumed that *Young* v. *Grote* would still be followed in a case between banker and customer, and that if a customer chooses to sign a cheque in blank he cannot object to the bank debiting him with the amount appearing in it when presented. But it is now settled that from *Young* v. *Grote* no principle of estoppel by negligence can be extracted which will apply to negotiable instruments generally. In the next edition of this standard work, we hope the editors will give more prominence to the words of the Bills of Exchange Act, and will devote greater space to the modern decisions.

THE LAW OF DISTRESS.

A Practical Treatise on the Law of Distress for Rent, and of Things Damage-Feasant. With Forms; and an Appendix of Statutes. By Edward Bullen, Special Pleader. Second Edition. By Cyril Dodd, Q.C., and T. J. Bullen, Barrister-at-Law. Butterworth & Co.

It is singular that "Bullen on Distress," which was published in 1841, and which has acquired a reputation as a standard authority on the subject, has not hitherto been republished. Both in statute and in case law there have been sufficient alterations to make the re-writing of the work a matter of necessity, unless it was to remain simply as a guide to the former law. We are glad therefore to see that the task has been taken in hand and has been satisfactorily discharged. The recent naming of statutes has made it more easy than formerly to identify those which deal with distress. By a singular omission in the Short Titles Act, 1896, no title was given to 2 Will. & M. sess. 1, c. 5, on which the right to sell distrained goods depends; but 8 Anne c. 14 (or 18), which gives the landlord a right to a year's rent as against an execution creditor, and allows a distress under certain circumstances after the determination of the term, has become the Landlord and Tenant Act, 1709; 11 Geo. 2, c. 19, which enables a landlord to seize goods fraudulently removed, has become the Distress for Rent Act, 1737; and 56 Geo. 3, c. 50, which regulates the sale of farming stock taken in execution, has become the Sale of Farming Stock Act, 1816. Of recent statutes bearing on the law of distress the most important are the Lodgers' Goods Protection Act, 1871 (34 & 35 Vict. c. 79), and the Law of Distress Amendment Act, 1888 (51 & 52 Vict. c. 21). The passing of the latter statute especially has made previous works on the law of distress obsolete. In the present edition these and other recent statutes are embodied in the text, and are printed in full in the appendix.

Of modern decisions on the law of distress there has been no lack. A common complication is where an execution creditor and the landlord both have claims to chattels on the premises. Under the statute of Anne just referred to, the landlord has priority to the extent of a year's arrears, and the sheriff is prohibited from removing and selling the goods until the claim for rent is satisfied to this extent. In strictness, as was pointed out by Lord Esher, M.R., in *Thomas* v. *Mitchouse* (19 Q. B. D. 563), the sheriff should hold his hand till the execution creditor has found the money for the landlord, but in practice he sells at once and then pays the landlord out of the proceeds, and the practice was recognized by the Court of Appeal in *Re Mackenzie* (*ante*, p. 704), a case of considerable importance, but too recent to be found in the present edition. The mode in which a bailiff may gain access to premises in order to effect a distress has been considered in *Long* v. *Clarke* (42 W. R. 130; 1894, 1 Q. B. 119), where it was held that he might climb over a wall; and *American Must Corporation* v. *Hendry* (62 L. J. Q. B. 388), which dealt with the rule that he may not break open the outer door. These cases are duly noted, but we do not find any reference to *Miller* v. *Tebb* (9 T. L. R. 515), which extended to an open skylight the rule that the bailiff may enter by an open window. Other recent cases of importance which shew the necessity of a fresh edition are *Chancellor* v. *Webster* (9 T. L. R. 568) and *Potter* v. *Bradley* (10 T. L. R. 445), according to which a judgment for rent extinguishes the remedy by distress, and *Re Roundwood Colliery Co.* (45 W. R. 324; 1897, 1 Ch. 373), which affirms the validity of an express power to distrain off the demised premises, provided the distress is levied for a *bonâ fide* rent. But though the last case is mentioned several times, we do not notice that this point is brought out. A curious application of the law of distress occurred a year ago in *Kemp* v. *Christmas* (79 L. T. 233), where it was held that an action for pound-breach under 2 Will & M. sess. 1, c. 5, would lie without proof of special damage, and the question of abandonment of distress has been recently considered in *Bagshawes* (*Limited*) v. *Deacon* (46 W. R. 618; 1898, 2 Q. B. 173). Another class of cases relates to privileged goods, and the editors (p. 112) very properly question *Francis* v. *Wyatt* (1 W. Bl. 483), which refuses to carriages and horses standing at livery the privilege from distress accorded in general to goods received by a tenant in the way of his trade. Notwithstanding that distress is an ancient and not very popular remedy, the law dealing with it is still of great interest and importance, and the editors of "Bullen on Distress" have done good service in perpetuating the utility of so meritorious a work.

THE LONDON GOVERNMENT ACT, 1899.

The London Government Act, 1899, with Explanatory Notes, Embodying the Incorporated Enactments. With an Introduction and Index. By G. P. Warner Terry, Barrister-at-Law, Vestry Clerk of St. Margaret's, Westminster, and P. Bartlett Morle, Barrister-at-Law. Butterworth & Co.

The London Government Act, 1899: the Law relating to Metropolitan Boroughs and Borough Councils. By John Hunt, Barrister-at-Law. Stevens & Sons.

The London Government Act, 1899, with Notes, an Introduction and Index. By A. F. Jenkin, Barrister-at-Law. Knight & Co.

No work upon this important Act can be considered to be really complete unless it gives the text both of the Act itself and of the numerous enactments which are either incorporated with or referred to in it, together with such commentary or explanations as may be necessary. To comply with this requirement would involve the publication of a large volume; to understand the London Government Act a knowledge of the Metropolitan Management Acts, the Acts relating to rating, and parts of the Municipal Corporations Act, 1882, and the Local Government Acts of 1888 and 1894 is absolutely necessary—not to mention a host of less important statutes.

None of the authors of the books under review have attempted to attain to the standard of completeness above suggested. Each has, however, produced a very handy volume, containing much useful information on the Act and the law relating to London government. Messrs. Terry and Morle have annotated the Act section by section; their notes are fairly complete, and, so far as we have been able to test them, accurate; the book is very well printed, and the index is good.

Mr. Hunt is the author of a well-known volume containing the statutes relating to London government with notes; he is also an assistant commissioner under the present Act; he is therefore entitled to speak with some authority, and we should have been that glad to see a more complete work from his pen. He has adopted the method of dealing with the different subjects of the Act in chapters: each chapter containing a summary of the provisions of the statute, and of the general law regarding the particular subject. We confess to a preference for the method of annotating the sections, a method which enables the reader to have both the actual text and the author's views before him at the same moment. Mr. Hunt has, however, very wisely printed the Act *in extenso* at the end of his book with references

back to the chapters which deal with the subject-matter of each section. The book shews an intimate acquaintance with London government; it is well printed and has a good index.

Mr. Jenkin has adopted the plan of annotating the Act section by section, and has also given the plain text of the Act at the end of the book. This seems to us the best plan of dealing with the subject. The notes are very useful; the author has evidently wrestled with the difficulties of the Act, and has not contented himself with merely setting out in his notes the material sections of the other Acts mentioned in the text. His work is consequently more complete than the others upon which we have commented. The notes necessarily run to great length, and in order to compress the book into a moderate size, they have been printed in type rather too small to be convenient. The author has shewn painstaking accuracy and considerable ingenuity in his attempts to explain the difficulties which beset the interpretation of legislation of this character.

THE LAW OF SOLICITORS.

THE LAW RELATING TO SOLICITORS OF THE SUPREME COURT OF JUDICATURE, WITH AN APPENDIX OF STATUTES AND RULES, THE COLONIAL ATTORNIES RELIEF ACTS, AND NOTES ON APPOINTMENTS OPEN TO SOLICITORS, AND THE RIGHT TO ADMISSION IN THE COLONIES. TO WHICH IS ADDED AN APPENDIX OF PRECEDENTS. By A. CORDERY, Barrister-at-Law. THIRD EDITION. Stevens & Sons (Limited).

The two previous editions of this work were published in 1878 and 1888 respectively, and the book has become a well-known authority on the subject with which it deals. As in other departments of law, the lapse of eleven years has seen considerable changes both in the statute and case law relating to solicitors, and this new edition is very welcome. In statute law there has been the Solicitors Act, 1888, the Mortgagees' Legal Costs Act, 1895, and the short Solicitors Act of the present year. The first-named Act, which remodelled the disciplinary procedure with respect to solicitors, was passed just too late for inclusion in the previous edition, and in the present edition accordingly chapter 7 (Striking Off the Roll) has been re-written and the rules under the Act and the decisions on it incorporated. The law, however, marches too fast even for the latest editions, and it is important to notice that the practice for a solicitor who has been exonerated by the committee to apply for his costs by summons in chambers, which Mr. Cordery refers to as having been already judicially allowed(p.173), has now been expressly sanctioned by one of the recent new rules (R. S. C. ord. 52, r. 24). In case law the subject of solicitors' remuneration has undergone considerable exposition, and chapter 11,which deals with this subject, contains numerous references to the decisions of the last decade. Prominent among these are *Drielsma* v. *Manifold* (42 W. R. 578; 1894, 3 Ch. 100), which deprived a solicitor of the scale fee for conducting a sale by public auction in a case where he employs and pays an auctioneer for taking bids; and *Savery* v. *Enfield Local Board* (42 W. R. 33; 1894, A. C. 218), which precludes solicitors from adding to the scale fee for leases a charge in respect of the preliminary negotiations. In other respects also the book has been carefully revised, and references have been inserted in the *addenda* to the Solicitors Bill (now Act), 1899, which, at the time when the book was going through the press, had not been passed. This extends the cases in which the registrar can grant a fresh cetificate to a solicitor who has been off the roll, and also enables a solicitor to be readmitted who has been struck off the roll under section 32 of the Solicitors Act, 1843, for acting as agent to an unqualified person. The utility of the book has been increased by the inclusion in Appendix V. of a selection of precedents, including precedents of articles of clerkship and of partnership. The references to the cases are not always given so fully as might be desired, but in other respects the edition seems to be very complete.

EASEMENTS.

A TREATISE ON THE LAW OF EASEMENTS. By CHARLES JAMES GALE, Esq., Barrister-at-Law. SEVENTH EDITION. By GEORGE CAVE, Esq., B.A., Barrister-at-Law. Sweet & Maxwell (Limited).

This is a good edition of a work which, as the editor says, "has successfully stood the strain of sixty years' criticism and discussion, and remains of great authority in connection with the branch of law with which it is concerned." The book, as most lawyers know, is largely constructed on the principle of stating the cases at length in the text; and on a subject which depends so largely on decisions this is probably the most convenient mode of treatment. It has been followed by the editor in the present, as in the last, edition with regard to the leading cases, the subsidiary or merely "following" authorities being given in footnotes. The recent decisions will be found accurately and fully stated, and very neatly incorporated in the text. We are glad to observe that the dates have been added to all the cases cited; it is useful to note the chronological order of the decisions on any particular point. But, if we may be allowed to offer a suggestion, we think that the convenience of the book for reference would be greatly increased if the page at which a leading case is fully set out were given in heavy type in the table of cases. In order to find the full statement of *Scott* v. *Pape* (31 Ch. D. 554) one has to hunt through five references to the case; and to *Angus* v. *Dalton* (6 App. Cas. 740) there are no fewer than eleven references to the case before we come on the page where it is fully stated. It would also be an advantage if the table of cases contained references to all the series of reports; and a good deal of improvement might be effected in the index. These are comparatively small matters, but we hope they will be borne in mind in the preparation of the next edition. The text is very well brought up to date, and will sustain the reputation of the book.

PARTNERSHIP.

THE LAW OF PARTNERSHIP: SIX LECTURES DELIVERED IN THE OLD HALL, LINCOLN'S-INN, DURING THE HILARY SITTINGS, 1899, AT THE REQUEST OF THE COUNCIL OF LEGAL EDUCATION. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law. Butterworth & Co.

This is a book which can be heartily commended to the careful perusal both of law students and of men of busines. It is eminently readable—the author's gift of neat and concise statement of principles being conspicuous throughout the work—and it gives in less than 200 pages a very serviceable epitome of the law of partnership. As Mr. Underhill observes, the exclusion of complex details accentuates and brings into greater relief the principal features of the law, but we confess we should have been glad here and there to have had a little more of the "complex details"—*e.g.*, with regard to the provisions of partnership articles as to the death or retirement of a partner—which, according to our experience, are frequently the weak point of these instruments. But of the general accuracy and clearness of the statements of principle contained in the book we can hardly speak too highly.

BOOKS RECEIVED.

The Law of Railway Companies: being a Collection of the Acts and Orders relating to Railway Companies in Great Britain and Ireland, with Notes of all the Cases Decided thereon. By J. H. BALFOUR BROWNE, Esq., Q.C., formerly Registrar to the Railway Commissioners, and H. S. THEOBALD, Esq., Q.C. Third Edition. By J. H. BALFOUR BROWNE, Q.C., and FRANK BALFOUR BROWNE, Esq., Barrister-at-Law. Stevens & Sons (Limited). Price £2 2s.

The Law of Copyright in Designs. With the Statutes, Rules, Forms, and International Convention. By HARRY KNOX, B.A. (Oxon.), Barrister-at-Law, and JESSE W. HIND, M.A. (Oxon.), Solicitor of the Supreme Court. Reeves & Turner. Price 12s. 6d.

The Lawyer's Companion and Diary, and London and Provincial Law Directory for 1900 (63 & 64 Vict.). With Tables of Costs, New Stamp Duties, Time Tables of the Courts, Index to Practical Statutes, Public Statutes of 1899, Legal Business of the Months, Oaths in Supreme Court, Estate, Legacy, and Succession Duties, Legal Time, Interest, Discount, and other Tables, &c., &c. Edited by E. LAYMAN, Esq., B.A., Barrister-at-Law. Fifty-fourth Annual Issue. Stevens & Sons (Limited); Shaw & Sons.

The Solicitors' Diary, Almanac, and Legal Directory, 1900 (63 & 64 Victoriæ). Containing an Excellent Diary, with Legal Notes for each Day in the Year; Treatises on the Stamp Act and on Estate, Succession, and Legacy Duties; Lists of County Courts, Recorders, Town Clerks, Clerks of the Peace, Coroners, Under-sheriffs, Queen's Counsel, &c.; Information as to Oaths in Supreme Court, Jurats, &c.; Suggestions on Registering Deeds, &c., at Public Offices; Tables of the Solicitors Acts; the Solicitors' Remuneration Order and Scale; Precedents of Costs; List of District Registries; Official Receivers in Bankruptcy; Parliamentary, Insurance, and Banking Directories, &c.; a Digest of the Public General Acts of the Session of 1899 (62 & 63 Vict.); with Alphabetical Index, &c., Complete List of Practising Barristers-at-Law and of London and Country Solicitors, with appointments held by them, revised with the official roll by permission of the Council of the Incorporated Law Society and corrected by direct correspondence. The Treatise upon the Stamp Act and the Law and Practice of Stamping Documents is revised to date and in accordance with the latest decisions. The Treatises on Oaths, Solicitors' Charges, and Death Duties are revised by J. GODFREY HICKSON, Esq., Solicitor. Waterlow & Sons (Limited).

Waterlow Bros. & Layton's Legal Diary and Almanac for 1900, containing a List of Stamp Duties from 1804 to the Present Time,

with Regulations as to Stamping and Allowance for Spoilt Stamps; a Diary for Every Day in the Year, Suggestions on Registering and Filing Deeds and Papers at Public Offices, Table of Succession to Real and Personal Property, Papers on the Preparation of Legacy and Succession Accounts, and Notes as to Preliminary, Intermediate, and Final Examination of Articled Clerks; a List of Law Reports, with their Abbreviations and Dates; an Index to the Public General Statutes from time of Henry III., a Digest of the Public General Acts of last Session, List of London and Provincial Barristers and London and Country Solicitors, Irish and Scotch Solicitors, with Appointments, Agents, &c. Waterlow Bros. & Layton (Limited).

The Contemporary Review. No. 407. November, 1899. Isbister & Co. (Limited).

CORRESPONDENCE.

THE INLAND REVENUE DEPARTMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We quite agree with "Country Solicitor" in your last week's issue, and your own remarks. But the "Country Solicitor" might well have drawn attention at the same time to the following instances:

1. The apportionment of a head chief rent on leaseholds where part is sold off. The Revenue for some time got a twenty years' purchase value of the apportioned chief rent to be added to the purchase-money and *ad valorem* duty paid on the aggregate. The case of *Swayne* v. *The Commissioners of Revenue* (December last) corrected *this* error, but meanwhile a great deal of money was (as above decided) improperly enforced by the Revenue.

2. Stamps on transfers of mortgage where part of the mortgage debt is paid off and a new proviso for redemption in respect of the transferred balance, the mortgagor concurring. Here, as we know, the Revenue (until set right by the Divisional Court in the case of *Humphreys and Another* v. *The Commissioners* in July last) required payment of a release duty on the *original advance* in addition to transfer duty on the amount transferred. The Revenue abandoned their notice to take the case to appeal. Here, again, the public improperly paid moneys under compulsion.

It does not seem creditable that these ingenious attempts to create duties not warranted by law should be constantly made, and that the public should have to take test cases to the court, where the Revenue are either defeated or abandon their contention. As regards payments improperly made in the past in respect of these illegal imposts, the Revenue would have to refund them, and (we think) the Controller has intimated this, but solicitors and clients die, or separate, and the matter lapses or the sufferers probably think the first loss the least, and prefer not to incur trouble, delay, and correspondence with the Revenue in order to get restitution.

This is a question for the suffering public, and one or two straight questions put in Parliament would probably make the Revenue consider their ways.

SUBSCRIBERS.

CASES OF THE WEEK.

Court of Appeal.

ROBERTS *v.* **GWYRFAI DISTRICT COUNCIL.** No. 2. 26th Oct

LOCAL GOVERNMENT — PUBLIC HEALTH — DISTRICT COUNCIL — RIPARIAN OWNER—WATER RIGHTS—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 51, 332.

This was an appeal from a decision of Kekewich, J. (reported 47 W. R. 376; 1899, 1 Ch. 583). The plaintiff was the owner of a mill in the parish of Llanllyfin, Carnarvonshire. He claimed an injunction to restrain the defendants from interfering with the natural flow of the stream which worked his mill. The stream in question flowed from a lake at the foot of the mountains, some distance above the plaintiff's mill. The defendants were owners of land on one side of the lake, and they constructed a dam across the end of the lake, so as to increase the water storage for the supply of water to their district. The defendants constructed a sluice in the dam to regulate the outflow of the stream, and had offered to allow a sufficient outflow to work the plaintiff's mill. The plaintiff contended that he was entitled to the free and uninterrupted flow of the water as it had always existed, subject only to the rights of the other riparian proprietors. The defendants claimed to be entitled to do what they had done, either as riparian proprietors or by virtue of section 51 of the Public Health Act, 1875. This section empowers a rural authority to provide their district "with a supply of water proper and sufficient for public and private purposes," and for those purposes to "construct and maintain waterworks, dig wells, and do any other necessary acts." By section 332 nothing in the Act is to authorize the local authority to "injuriously affect" any stream or the supply of water contained in any stream without the consent in writing of the persons who prior to the passing of the Act would have been entitled by law to prevent or be relieved against the injuriously affecting such stream or such supply of water. The defendants submitted that as the plaintiff's supply was not diminished section 332 did not apply. Kekewich, J., granted the injunction asked for, but suspended its operation pending the appeal. The defendants appealed.

THE COURT (LINDLEY, M.R., JEUNE, P., and ROMER, L.J.) dismissed the appeal.

LINDLEY, M.R.—The first point is, What is the plaintiff's right? The plaintiff's right is to have the water coming down from the lake in its accustomed way, and that right is subject only to the rights of the riparian proprietors higher up the stream. But the upper riparian proprietors have no right to interfere with the accustomed flow of the water as these defendants are doing: see *Miner* v. *Gilmour* (7 W. R. 328, 12 Moore P. C. 131). The defendants, in fact, are not exercising the rights of riparian proprietors at all. They are diverting the water, not for the use of the land of which they are owners but to supply a town some miles away. That is not a use by a riparian proprietor at all: see *The Swindon Waterworks Co.* v. *Wilts and Berks Canal Navigation Co.* (24 W. R. 384, L. R. 7 H. L. 697). Therefore the defendants cannot justify their claim under their common law right as riparian proprietors. But they say they can justify it under section 51 of the Public Health Act, 1875, subject only to section 332. Mr. Renshaw very fairly claimed a right on the part of the defendants, or under the Act. But in neither way can they, as I think, acquire a right to interfere with the accustomed flow of water. Then Mr. Munroe admitted that the defendants had no right, but said that the plaintiff could not complain as he had suffered no damage and that the court would not in such a case interfere by injunction. That depends upon whether the plaintiff's legal rights are infringed, and they clearly are infringed. The defendants intend to go on taking the water, and in twenty years time they would acquire a prescriptive right to do so. I do not appreciate the difference between claiming a right and claiming no right but intending to go on wrong-doing, but if anything the difference is in favour of the man who claims the right. If the plaintiff's rights are infringed it is the duty of the court to interfere to protect those rights, and I know of no duty of the court which is more important than that of keeping public bodies within their powers. The proper course for the defendants is to go to Parliament and get Parliamentary powers. It is said that a rural district council has no power to promote a Bill in Parliament. That only means that they cannot do so at the cost of the ratepayers. The appeal will be dismissed with costs, but if the defendants will within a fortnight undertake to apply to Parliament for powers, the operation of the injunction will be suspended for six months.

JEUNE, J., and ROMER, L.J., concurred.—COUNSEL, *Renshaw*, Q.C., and *H. Courthope Munroe*; *Warrington*, Q.C., and *Bryn Roberts*. SOLICITORS, *Robins, Billing, & Co.*, for *Morris Owen*, Carnarvon; *Hamlin, Grammer, & Hamlin*, for *Carter Roberts, Mostyn, Vincent, & Co.*, Carnarvon.

[Reported by J. I. STIRLING, Barrister-at-Law.]

FLATAU *v.* **CULLEN.** No. 1. 25th Oct.

PRACTICE - COSTS—TAXATION—SUBSTITUTED SERVICE—CLAIM EXCEEDING £50—FIXED CHARGE—R. S. C. LXV. 27, SUB-RULE 38—PRACTICE MASTERS' RULES, R. 18.

This was an appeal by the plaintiff from the refusal of Lawrance, J., to order a review of taxation of costs. The writ in the action was issued on the 5th of July, 1899, and was indorsed under ord. 3, r. 7, with a claim for £410 alleged to be due under a guarantee. The indorsement continued "and £3 3s. for costs, and if the amount claimed be paid to the plaintiff or his solicitor within four days from the service hereof, further proceedings will be stayed." Substituted service of the writ was effected on the 10th of July, and on the same day the defendant's solicitor called on the plaintiff's solicitor and offered to pay the claim. The plaintiff's solicitor demanded payment of the principal sum of £410, £3 3s. costs of the writ, and £2 10s. costs of substituted service of the writ. The defendant's solicitor paid the whole sum, but protested against the £2 10s., and took out a summons for taxation of costs. On taxation the master allowed £3 3s. for the writ and £1 for substituted service. Lawrance, J., affirmed the order of the master, and refused to allow a review of taxation. The plaintiff appealed. It was stated that the taxing-masters had adopted the practice of allowing fixed charges in all cases of £3 3s. for a writ and £1 for substituted service. The plaintiff contended that this practice was contrary to the rules, and reference was made to ord. 65, r. 27, sub-rule 38, and rule 18 of the Practice Masters' Rules.

THE COURT (A. L. SMITH and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said he would pass over the allowance of £3 3s. for the writ, for the plaintiff did not ask for any larger amount. With regard to the allowance of £1 for substituted service, in his opinion the master had no right to say he would allow that sum because £1 was the sum invariably allowed for substituted service in all cases. He thought the practice which had been adopted by the masters was one which could not be justified.

VAUGHAN WILLIAMS, L.J., concurred.—COUNSEL, *Foote*, Q.C., and *Emanuel; Montague Lush*. SOLICITORS, *Emanuel, Round, & Nathan; G. B. W. Digby*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

High Court—Chancery Division.

Re **PEEL. WOODCOCK** *v.* **HOLDROYD.** Kekewich, J. 25th Oct.

PRACTICE — COSTS — DISPUTED INTESTACY — HEIR-AT-LAW — DEVISEES—EXECUTORS—LAND TRANSFER ACT, 1897 (60 & 61 VICT. c. 65), PART I.

Originating summons. A question arose under the will of a testator, who died after the Land Transfer Act, 1897, came into operation, as to

whether a certain piece of freehold land was specifically devised or was undisposed of, there being no general devise of real estate. A summons was taken out by the executors for the determination of this question, which was subsequently decided by Kekewich, J., in favour of the heir-at-law. Thereupon there was a discussion as to how the costs were to be borne, counsel for the heir-at-law contending that the devisees who had failed to substantiate their claim should pay the costs, while, on the other hand, counsel for the devisees argued that as executors held the land under the Land Transfer Act, 1897, as trustees for the persons by law beneficially entitled thereto, the same rule as to costs should be applied to them as obtained in corresponding circumstances in respect of personal estate, and that, accordingly, the costs should be borne by the property in dispute. Counsel for the executors also submitted that they were entitled to their costs out of such property.

KEKEWICH, J., said that as the matter had not been very fully argued he would not lay down any general rule. There was a good deal to be said in favour of the view that since the Land Transfer Act, 1897, an executor occupied the position of a trustee of real estate, but even if that were so, his lordship was not prepared to hold that there had been any alteration of the ordinary rule as to costs in the case of a conflict between devisees and an heir-at-law. The devisees had claimed the property as against the heir-at-law, and they had failed. They were in the same position as to costs as if they had brought an action under the old law, but they had the advantage of the lighter costs occasioned by the less expensive form of proceeding. The executor's costs as between solicitor and client would be charged on the property, with liberty to apply. The heir-at-law's costs as between party and party would be paid by the devisees.—COUNSEL, *W. Saunderson; E. W. Perkins; Manby* and *J. G. Wood.* SOLICITORS, *Farmer, Rawson, & Carpenter*, for *Waddington & Firth*, Cleckheaton and Bradford; *Flower, Nussey, & Fellowes.*

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

Re **LORD EVERSLEY. MILDMAY** *v.* **MILDMAY.** Byrne, J. 28th and 31st Oct.

WILL—NAME AND ARMS CLAUSE—USE OF SURNAME.

This was a summons raising a question of construction of a "name and arms" clause in the will of the late Lord Eversley, who died in 1888. By this will the testator devised his Heckfield Place Estate to the use of his daughter the Hon. Emma Laura Shaw Lefevre and her assigns during her life, and after her death to the use of his daughter the Hon. Helena Lady St. John Mildmay and her assigns during her life, and after her death to the use of his grandson Gerald Anthony St. John Mildmay and his assigns during his life, with remainder to the use of the first and other sons of the said Gerald Anthony Mildmay as tenants in tail male, with divers remainders over. The will contained a declaration that any person who should become entitled as tenant for life to the actual possession or receipt of the rents and profits of the said estate and who should not then use and bear the name and arms of Shaw Lefevre, should, within one year after he should so become entitled, take upon himself and use upon all occasions the surname of Shaw Lefevre alone or together with his own family surname, and quarter the arms of Shaw Lefevre with his own family arms, and should within the said one year take such steps as were requisite to authorize him to take, use, and bear the said surname and arms of Shaw Lefevre. The testator further declared that in case any such person should refuse or neglect within the said one year to take, use, and bear such surname and arms, then the limitations thereinbefore contained to the use of such persons should absolutely determine. Helena Lady St. John Mildmay died September, 1897; the Hon. Emma Laura Shaw Lefevre died in April, 1899, when the present applicant, Mr. Gerald Anthony St. John Mildmay became tenant in possession, and the question now raised by him was whether, according to the true construction of the said will, if within one year from April, 1899, he took and used the surname of Shaw Lefevre immediately before his own, so as to call himself Shaw Lefevre St. John Mildmay, that would be a sufficient compliance with the testator's directions to prevent the limitations over from taking effect. On behalf of the applicant, it was contended that the will allowed him an option of taking the name of Shaw Lefevre either before or after his family name.

BYRNE, J., said that in his opinion the present clause did allow such an option as was contended for on behalf of the applicant, and that by taking the name of Shaw Lefevre before that of St. John Mildmay he would be sufficiently complying with the testator's directions. Clauses of this kind, being penal clauses, must be construed strictly, though fairly; but in his lordship's opinion the present clause did not impose an obligation on the applicant to take and use the name of Shaw Lefevre after his own name. The case of *D'Eyncourt* v. *Gregory* (1 Ch. D. 441), where it had been held that the use of the testator's surname before the name of the devisee was not a compliance with the bequest, was distinguishable from the present case on the ground that by the wording of that clause no option was given to the devisee. As a matter of construction, his lordship therefore made a declaration that the taking of the name of Shaw Lefevre before the name of St. John Mildmay was a sufficient compliance with the terms of this devise.—COUNSEL, *Vaughan Hawkins; Beaumont; Rowden*, Q.C., and *Goddard.* SOLICITORS, *Warrens; Peacock & Goddard.*

[Reported by RALEGH B. PHILLPOTTS, Barrister-at-Law.]

RUSTON *v.* **SHERRAS.** Cozens-Hardy, J. 27th Oct.

HUSBAND AND WIFE—TORTS TO WIFE—HUSBAND'S RIGHT TO SUE—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 12.

In this action the plaintiff complained, among other things, that the defendant's servants had entered his house and carried off his goods and had forcibly detained them; and he claimed damages for wrongful conversion. These transactions arose in consequence of a dispute between the parties as to the plaintiff's right to continue to occupy the house. The statement of claim gave particulars of the articles converted, the first three items being diamond rings, bank notes, and loose cash. It appeared at the trial that these articles were not the plaintiff's property, but the separate property of his wife. It was submitted on behalf of the defendant that that being the case the plaintiff could not sue for a tort committed in respect of them, since the Married Women's Property Act, 1882, s. 12. Counsel for the plaintiff, however, contended that the Act of 1882 had not taken away the old right previously existing of the husband to sue in respect of torts done to his wife, and that consequently it still remained. He cited *Seroka* v. *Kattenburg and Wife* (34 W. R. 542, 17 Q. B. D. 177, and see 30 SOLICITORS' JOURNAL, 635) as establishing the converse proposition.

COZENS-HARDY, J.—The articles are the separate property of the plaintiff's wife and his creditors could not touch them. There is no ground for saying that the husband can still claim damages for a tort to his wife's property. It would be a strange result if the Act of 1882 had enabled each one of two persons to sue for damages in respect of the same wrong.—COUNSEL, *Willoughby Williams* (*Eve*, Q.C., with him); *Astbury*, Q.C., and *R. Nevill.*—SOLICITORS, *Cutler, Allingham, & Neufeld; T. Duerdin Dutton.*

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—Queen's Bench Division.

LANE *v.* **RENDALL.** Div. Court. 27th Oct.

WEIGHTS AND MEASURES—FALSE OR UNJUST WEIGHING MACHINE—PAPER STUCK IN MACHINE TO REPRESENT WEIGHT OF WRAPPER—WEIGHTS AND MEASURES ACT, 1878 (41 & 42 VICT. c. 49), s. 25.

This was a case stated by Justices of London upon the dismissal by them of an information laid by the appellant against the respondent charging him with having in his possession for use for trade a weighing machine which was false or unjust contrary to section 25 of the Weights and Measures Act, 1878. The respondent was a tea merchant. The weighing machine in respect of which the proceedings were taken was in itself just, but it appeared from the case that while it was being used for the purpose of weighing out tea to be made up into ½lb. packets a piece of paper was placed between the scoop and the cup or bar which supported it. The piece of paper weighed somewhat less than the bag in which the tea was afterwards wrapped, and it was found by the justices that the servants of the respondent, who at the end of each week sold a large number of packets of tea, did what they did in order to facilitate and quicken the process of weighing the tea, and that it would take them much longer to weigh out the tea if it were first placed in the bag in which it was to be sold and then on the scoop. It was contended for the appellant that the effect of placing the paper beneath the scoop was to render the machine false or unjust within section 25 of the Act. *Great Western Railway Co.* v. *Baillie* (5 B. & S. 928) was cited. For the respondent it was contended that, it being a long-established practice among grocers and tea dealers to weigh the tea with the paper in which it was wrapped, no offence against the Act was committed when for convenience the paper was placed beneath the scoop instead of upon it. *Harris* v. *Allwood* (9 Times L. R. 14) was cited. It was contended, further, that if an offence had been committed, it was an offence against section 26 of the Act, which provides for the case of frauds wilfully committed in the use of a weighing machine.

THE COURT (RIDLEY and DARLING, JJ.) allowed the appeal, and remitted the case to the justices to convict.

RIDLEY, J., said that the charge not being under section 26 did not involve the respondent in the charge of using the scales fraudulently. It was clear that the respondent did not adopt the practice complained of in order to defraud his customers. It was adopted merely for the purpose of conducting his business, which was a large one, more conveniently. The question here was whether he was guilty of an offence under section 25. It appeared from the case that the scales without the paper shewed the true weight of the article in the scoop, but that a piece of paper was put into them of about the same weight as the paper in which it was intended that the tea should be wrapped. When this piece of paper was inserted the scales did not shew level, and were unjust. In that condition they were used. The important point was to find in what condition the scales were when used. Here as used they were false. His lordship demurred to Mr. Elliott's contention that there was a custom to weigh the tea with the wrapper. If a man asked for a pound of tea he intended to purchase a pound of tea, not a pound of tea and paper. He could not, therefore, believe that any such custom existed, though it was possible that individual customers might sometimes acquiesce in the practice. Even if the custom did exist, that would not make the scales as used in this case honest scales. The case where the paper was placed on the scoop did not arise, and no decision need, therefore, be given upon it.

DARLING, J., said that the statute forbade the keeping of unjust scales. The result of placing the piece of paper beneath the scoop was to render these scales unjust, and they remained unjust while the tea was being weighed. It is admitted that if gold or diamonds were weighed on them and sold, the purchaser would be grossly defrauded; but it is said that, as it was only tea that was being sold, and there was a widely-spread custom to sell tea with the paper which contained it, the scales were not unjust. His lordship did not think it mattered what the article was which was weighed. It could make no difference to the justness or the reverse of

the scales.—Counsel, *Daldy; George Elliott.* Solicitors, *Blaxland; H. R. Jones.*

[Reported by C. G. Wilbraham, Barrister-at-Law.]

UCKFIELD RURAL DISTRICT COUNCIL v. CROWBOROUGH WATER CO. Div. Court. 26th Oct.

Statutes, Construction of—Special Act—High-service Water-tower Commenced by Undertakers without having First Complied with Bye-laws—Right of Local Authority to Enforce Bye-laws where such are Not Inconsistent with General Statutes.

Special case. The justices of the petty sessional division of Frant, Sussex, had dismissed two informations laid by the district council against the water company. The case stated that the district council were constituted under the Local Government Act, 1894, having all the powers of a rural sanitary authority under the Public Health Act, 1875, including powers to make and enforce bye-laws with respect to new streets conferred by section 157 of that Act. One of the bye-laws (numbered 93) provided that any person intending to erect a new building should give notice to the council of that intention, and should deliver plans. Another bye-law (numbered 94) provided that notice should be given of the date when such building would be commenced. The Crowborough District Water Co. was incorporated by an Act of 60 & 61 Vict. c. 117, and section 25 provided that the company should carry out certain works specified therein, including a high-service water-tower. Among the Acts incorporated with the respondents' special Act was the Waterworks Clauses Act, 1847, section 93 of which provided that "nothing herein or in the special Act contained shall be deemed to exempt the undertakers from any general Act relating to waterworks or any Act for improving the sanitary condition of towns and populous districts which may be passed. . . ." The water company in October, 1898, commenced building this high-service water-tower without giving notice or in any wise complying with the provisions of the above bye-laws. The district council thereupon laid informations against them for breach of these bye-laws, which informations were dismissed. The district council appealed and contended that the bye-laws being made under powers given by the Public Health Act, 1875, were part of the general law of the land, and so far as they were not inconsistent with the provisions of the company's special Act were binding upon the water company: *Hill* v. *Hall* (1 Ex. D. 411). For the respondents it was submitted that the local authority had no power to make bye-laws in reference to a building of this kind; that the provisions of the Public Health Act, 1875, and bye-laws thereunder had no application to works executed by a water company in exercise of the powers given them by their special Act. The bye-laws and the special Act were inconsistent because the special Act authorized the company to construct all proper and necessary works, which meant all proper and necessary works in the view of the company, while the bye-laws made the district council the judges of what was proper and necessary: *London and Blackwall Railway Co.* v. *Limehouse Board of Works* (26 L. J. Ch. 164), *City and South London Railway* v. *London County Council* (1891, 2 Q. B. 513). It was admitted that the deposited plans gave no details of the materials or method of construction to be adopted.

The Court (Ridley and Darling, JJ.) thought there was no inconsistency between the special Act and the bye-laws, and the water company were subject therefore to the provisions of the latter since the water-tower was clearly a building within the meaning of the bye-laws. Accordingly they ordered the case to be remitted with a direction to the justices to convict.—Counsel, *R. E. Moore; Boxall* and *Whateley.* Solicitors, *Lewis & Holman*, Lewes; *Blyth, Dutton, Hartley, & Blyth*, for *Verrall & Borlase*, Brighton.

[Reported by Erskine Reid, Barrister-at-Law.]

REG. v. JUSTICES OF THE WEST RIDING OF YORKSHIRE. *Ex parte* **THE CORPORATION OF HUDDERSFIELD.** Div. Court. 30th Oct.

Justices—Quarter Sessions—Practice—Costs—Vagrancy Act, 1824 (5 Geo. 4, c. 83), s. 9.

In this case a rule *nisi* had been moved for and granted calling upon the justices to shew cause why a writ of *certiorari* should not issue to bring up and quash an order made by the justices in quarter sessions. The circumstances in which the rule had been obtained were as follows: Two persons had been convicted by the justices of the borough of Huddersfield of an offence against the Vagrancy Act, 1824 (5 Geo. 4, c. 83), alleged to have been committed in that borough. The defendants appealed from this conviction to the quarter sessions for the West Riding, and the result of the appeal was that the conviction was quashed, and the quarter sessions ordered the treasurer of the borough of Huddersfield to pay to the defendants (the successful appellants) and to the police inspector of Huddersfield (the prosecutor) their costs of the appeal. This order was made under section 9 of the Vagrancy Act, 1824, which empowers justices in quarter sessions to make an order for the payment of costs by the "treasurer of the county, riding, division, or place in which the offence shall have been committed." It was in respect of this order that the rule *nisi* was obtained, the ground being that the borough of Huddersfield, although a place with a separate commission of the peace, was not a "place" within the above-mentioned section, as it had no separate quarter sessions, and that the order for costs ought to have been made on the treasurer of the county.

The Court (Ridley and Darling, JJ.) made the rule absolute, holding that the word "place" must be construed to refer to places *ejusdem generis* as those specified, and that a borough having no separate court of quarter sessions was not such a place. The court was further of opinion that it could not have been the intention that the costs in these cases should be payable by one body, and that the penalty, if any were recovered, should go to another, it being admitted that in the present case the penalty would have gone not to the borough but to the county.—Counsel, *Roskill; T. P. Perks; Macmorran*, Q.C., and *R. C. Glen.* Solicitors, *Clement Williams & Co.*, for *Trevor Edwards*, Wakefield; *Jacques & Co.*, for *Dodgson*, Hull; *Riddell, Vaizey, & Smith*, for *F. C. Lloyd*, Huddersfield.

[Reported by F. O. Robinson, Barrister-at-Law.]

Bankruptcy Cases.

Re **CHRISTIE.** *Ex parte* **CHRISTIE** *v.* **ENGEL.** Wright, J. 30th Oct.

Bankruptcy—Scheme of Arrangement—Remuneration of Trustee—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 72, sub-section 1—Bankruptcy Act, 1890 (53 & 54 Vict. c. 71), s. 3, sub-section 16; s. 15, sub-section 1—Bankruptcy Rules, 1886, 1890, rr. 305, 306—Scale of Fees, Table B.

This was an application by the bankrupt and his father for a reduction of the remuneration claimed by the trustee. The debtor after he had been adjudicated bankrupt submitted a scheme to his creditors providing for a composition of eight shillings in the pound, which scheme had been agreed to by the creditors and approved by the court. The bankrupt's father paid £5,200 to the joint account of his solicitor and the trustee, for the purpose of paying the composition, and, upon the approval of the scheme the bankrupt's estate, amounting to about £800, was to vest in the father. After the father had paid over this money to the joint account of his solicitor and the trustee, a general meeting of the creditors voted the trustee remuneration at the rate of 5 per cent. on the amount "brought to the credit of the estate by him," and 5 per cent. on the amount distributed in dividend. When the trustee sent in his accounts he claimed a percentage on the amount paid by the bankrupt's father, and on the amount distributed as dividend, although the scheme provided that the bankrupt should distribute the dividend. The applicants asked the court to reduce the amount claimed upon the grounds that by section 72, sub-section 1, of the Bankruptcy Act, 1883, and section 15, sub-section 1, of the Act of 1890, and rules 305 and 306, remuneration is only payable "on the amount realized" by the trustee, and because the scheme did not provide that the trustee should distribute dividend. The respondent relied on table B. of the schedule of percentages and fees allowed to official receivers, which gives a percentage on "assets realized or brought to credit," and also contended that the transaction was really a sale of the assets to the father by the trustee, and therefore the amount was in fact "realized by" the trustee.

Wright, J., without deciding the second point as to whether the trustee was entitled to a percentage on the amount distributed in dividend, held that the creditors had acted *ultra vires* in voting the trustee remuneration on the amount "brought to the credit" of the estate. The statutes only allow remuneration on the amount realized by the trustee, and it could not successfully be contended in this case that he had "realized" the amount paid by the bankrupt's father to provide for the composition. Application allowed.—Counsel, *Younger; Muir Mackenzie.* Solicitors, *Ridsdale & Co.; J. H. Solomon.*

[Reported by P. M. Francke, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

The first meeting of the society for the session of 1899-1900, was held on the 30th of October, Mr. C. Kains-Jackson in the chair. After the election of officers had taken place, an impromptu debate was held.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

The following are the awards of the Council of Legal Education upon the Michaelmas pass examination held in Gray's-inn-hall, the 17th, 18th, and 19th October:

Pass Certificates.

Lincoln's-inn.—Edward Ackroyd, John Bennett, Walter E. S. Callender, George S. Cowie, John C. Denmead, Pratrap C. Dutt, Benjamin C. Forder, John A. Greene, Percy H. B. Kent, Arthur F. C. C. Luxmoore, and Lal C. Mehra.

Inner Temple.—Godfrey W. M. Baker, Bernard J. W. Barry, Nathaniel G. Blaker, Henry W. Boys, Frederick J. de Saram, Robert B. Drabble, Douglas Grierson, Hon. Edward R. Lindsay, Lambert W. Middleton, William M. Powell, Joseph Ricardo, Courtenay C. Robinson, and March Vaughan.

Middle Temple.—Mohamed Arabi, Mirza M. Zoolcadur Beg, George H. Boden, George F. Darker, James A. Davies, Michael J. Doherty, Ernest A. Ebblewhite, Robert N. Green-Armytage, Michael Hughes, George A. Layton, Julius E. Pitcher, and John B. Wood.

Gray's-inn.—Hemanta K. Basu, Trimbakrai J. Desai, Horace J. Douglas, Robert B. Roden, and Bhai G. Singh.

The number examined was 73, and of these 41 passed. Eight candidates were ordered not to be admitted for examination again until the Easter examination, 1900.

Pass in Roman Law only.

Lincoln's-inn.—John W. F. Beaumont, Atul K. Bose, Robert B.

Campbell, William N. Gibb, Douglas McG. Hogg, Abdul M. Khan, Guy M. Kindersley, Bernard N. Langdon-Davies, Arthur Lawton, Hirabhai M. Mehta, Ernest H. Pooley, Michael H. Raffety, and Rees P. Richards.

Inner Temple.—George H. Allen, Thomas H. Chittenham, George S. Croshaw, Douglas H. Johnston, Robert L. Jones, Percy A. F. Manby, Alexander E. McLaren, Francis H. M. Parker, and Cecil R. Stephens.

Middle Temple.—Arthur K. Conder, Walter Frampton, Gerald Lightfoot, Xavier R. Meyer, Thomas G. F. Palmer, Neoptolemus Pascalis, Ebrahim M. Patail, and John Shives.

Gray's-inn.—Kasi P. Basu, Ratan Chand, Mohing M. Chuckerbutty, Krishnarao B. Divatia, Sarat S. Mukerji, Baddipalli Nagappa, Richard Nixon, Sital Parshad, Ditta Tekoo Ram, Dara S. Sethna, Rachhpal Singh, and Roland P. Williams.

The number examined was 56, and of these 42 passed. Six candidates were ordered not to be admitted for examination until the Easter examination, 1900.

Constitutional Law and Legal History only.

Lincoln's Inn.—Mathurbhai P. Amin, Ramani K. Doss, Syed A. Imam, Indrajit Kalabhai, Alan McLean, and Raghunath S. Pandit.

Inner Temple.—Morris Alexander, William A. Alexander, John A. Barratt, William J. Braithwaite, Francis E. B. Duff, George A. Field, Thomas E. J. Fitzgerald, Ivon Grindley-Ferris, Montagu Arthur Harris, Edward L. R. Kelsey, William W. Lucas, and Stanley S. Taylor.

Middle Temple.—William P. Cox, Arthur H. W. Cress, Alexander Fotheringham, Morgan Morgan, Henry C. Mussenden, Thomas T. Poynton, Henry W. Ramsay-Fairfax-Lucy, Alexander F. Russell, William Stocken, John W. Thatcher, Charles W. Whitworth, and Gilbert C. Williams.

Gray's-inn.—Sydney Ashley, Charles de S. Batuvantudave, John M. Davies, William H. E. Fellows, David P. Joubert, Walter G. Lord, and Henry Stanley.

The number examined was 56, of these 37 passed. Three candidates were ordered not to be admitted for examination again until the Easter examination, 1900.

Roman Law and Constitutional Law and Legal History.

Lincoln's-inn.—Russell E. Macnaghten and Henry Plange.

Inner Temple.—Robert G. Ellis and John B. Sandbach.

Middle Temple.—George H. Cock and Graeme Thomson.

Gray's-inn.—Maulvi S. Ahmed and Gyan Singh.

The number examined was 27, of these 8 passed. Two candidates were ordered not to be admitted for examination again until the Easter examination, 1900.

THE INCORPORATED LAW SOCIETY.

Preliminary Examination.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination, held on the 11th and 12th October, 1899:

Arnold, Matthew
Bache, Charles Sidney
Ball, Frank Leslie
Bell, George Reginald
Bird, Joseph
Birts, Cecil John Thomas
Briant, Herbert Ralph
Bull, Henry Hill
Bullpitt, James
Burnie, Sidney Johnstone
Cartwright, Thomas
Clark, George
Cocking, William Alfred
Comery, Walter Ernest
Davies, Frederick Ralph
Davis, Thomas
Day, William Ingram Leeson
Edgington, Albert Henry
Edwards, Basil Wynn
Flavell, Thomas
Freeman, Godfrey John Tilleard
Furness, William
Griffith, Charles Fox
Groves, Joseph
Grundy, Arthur Edward
Hall-Wright, James Francis Ellington
Harrison, Ernest Albert
Harrison, John Horatio
Hawking, Henry William
Hayward, Wilfred Thomas
Hickman, Thomas Halghton Trevor
Hill, William Charles
Hind, William Blakeston
Houghton, Cecil Gilbert
Howlett, Francis Keeling
Hubbard, Thomas O'Brien
Jackson, John William
Jenkins, Lewis Rees
Jones, Charles Thomas
Jones, Thomas Evan
Kavanagh, Leo
Kenward, Bertie Trayton
Kitson, Thomas Binks
Lambert, Frederick
Lazarus, Ernest
Leoni, Alexander
Marsden, George Alfred
Marsden, George William
Marsh, Edward Waters Harbin
Matthews, Thomas Alfred
Maude, Robert Cecil
Milling, Tom William
Newton, Walter Robert
Ottaway, Thomas
Pothecary, Walter Frank
Rann, Charles Ambrose
Reinecke, Rudolph Charles Augustus
Richardson, William Ewen
Royle, Ernest Rupert
Sargent, Harry Ernest
Saxon, Harold
Seymour, Darracott
Simpson, Selwyn George
Sims, Augustus Frederick
Sinton, John Harold
Smith, Arthur Sidney
Smith, Samuel Arthur
Terrell, Gilbert à Becket
Thorp, Linton Theodore
Trenholme, William
Turnbull, Drury
Upton, Henry Charles
Wallington, Guy Charles
Westbrook, Herbert James
Wood, Vernon
Woolnough, Alfred Ernest

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Oct. 31.—Chairman, Mr. H. Daniell.—The subject for debate was: "That the case of *Steamship Isis Co. and Others* v. *Bahr, Behrend, & Ross* (1899, 2 Q. B. 364) was wrongly decided." Mr. A. Hildesheimer opened in the affirmative, Mr. Balliol Scott seconded in the affirmative; Mr. J. C. Gordon opened in the negative, Mr. W. V. Ball seconded in the negative. The following members also spoke—In the affirmative: Mr. Archibald Hair; in the negative: Mr. R. A. Gordon, Mr. J. R. Antony, Mr. Tyldesley Jones, Mr. Pleadwell. The motion was lost by 9 votes.

Birmingham Law Students' Society.—A meeting of this society was held in the Law Library on Tuesday evening last, the 31st ult., Mr. G. Huggins presiding. The subject under discussion was "That the case of *Powell* v. *Kempton Park Racecourse Co.* was wrongly decided." The speakers in the affirmative were Messrs. A. S. Anderson, A. H. Smith, G. Thomas, A. A. Crawshaw, and W. Somers, and in the negative Messrs. L. T. C. Meek, W. H. Kimpton, T. F. Duggan, H. Eaden, J. W. Hallam, S. J. Gateley. On the motion being put to the vote, it was decided in the negative by 14 votes to 3. A vote of thanks to the chairman for presiding closed the proceedings.

LEGAL NEWS.

OBITUARY.

We have to announce, with regret, the death, early on the morning of Thursday, the 26th of October, after a long and painful illness, of Mr. Frederick Henry Rooke, senior partner in the firm of Rooke & Sons, solicitors, of 45, Lincoln's-inn-fields. The deceased was fifty-seven years of age, having been born in London on the 4th of May, 1842. He was the second son of the late Mr. Thomas James Rooke, solicitor, of Bedford-row, and was educated privately. He served under articles to his father, and was admitted in Easter Term, 1865. For two years he practised at Liverpool, but in 1867 he returned to London, and entered into partnership with Mr. Harry C. Nisbet, of Lincoln's-inn-fields, and continued a member of the firm of Nisbet, Rooke, & Daw till the end of 1880. On his retirement from that firm the deceased joined his brother, Mr. Arthur W. Rooke, LL.B., who had continued his late father's practice, and the two brothers have since practised in partnership at 45, Lincoln's-inn-fields, in the name of Rooke & Sons. Mr. F. H. Rooke was a life member of the Law Association and the Solicitors' Benevolent Association, and took at all times a deep interest in the profession. He frequently attended the Law Society meetings, and occasionally read papers. In politics he was a strong Conservative, having acted as agent for the late Mr. Patrick O'Malley, Q.C., in his contest in the old Borough of Finsbury in 1868, on which occasion he was presented with a silver salver. Mr. Rooke was well-known as a working Freemason, and had proceeded to the higher degrees. In Church matters he had been especially interested, and served as Chairman of the Free and Open Church Association, and on the Committee of the Incorporated Church Building Society. For three years he was Vicar's Warden of St. Mary's, Barnes, in which parish he had resided for many years, and was frequently consulted on points of ecclesiastical law. Mr. Rooke has one son at the Equity bar, and a younger son (now at Keble College, Oxford) will shortly be articled to Mr. Arthur W. Rooke, LL.B., the surviving partner of the firm. Always of delicate constitution Mr. F. H. Rooke had of late years been a great sufferer, and necessarily absent not infrequently from business. He underwent a painful operation in September, 1898, and gradually sank, his last visit to town having been on the 3rd of August. He was buried at Woking on Monday, the 30th of October.

Mr. George Candy, Q.C., died on Wednesday in last week at the age of 58. He was educated at Wadham College, Oxford; and was called to the bar in 1869. He was made a Queen's Counsel in 1886. He was well known as an authority on the Licensing Laws. In 1896, on the unseating of Mr. Tankerville Chamberlayne, Mr. Candy, who had been principal counsel for the respondent in the election petition, unsuccessfully contested Southampton against Sir Francis Evans.

APPOINTMENT.

Mr. George Xavier Segar, barrister, has been appointed Recorder of Oldham, in the room of Mr. James Winterbottom Hamilton, Q.C., deceased.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Henry Edmund Franks and Frank Orme, solicitors (Franks & Orme), 11, Pancras-lane, London. June 30. [*Gazette*, Oct. 27.

GENERAL.

On the 27th ult. the Royal Assent was given by Commission to the Appropriation Act, the Treasury Bills Act, and the Second Session (Explanation) Act.

It is announced that Lord Justice General Robertson, who is President of the Court of Session in Scotland, has been appointed a Lord of Appeal in succession to the late Lord Watson. Lord Justice General Robertson was appointed to his present post in 1891.

The annual smoking concert in aid of the funds of the Royal Courts of Justice Staff Sick and Provident Fund will take place at the Holborn Town Hall on Friday, the 15th of December next, when Mr. Rufus Isaacs, Q.C., will preside.

The following are the circuits chosen by the judges for the ensuing Winter Assizes, which commence in January next: Midland Circuit, the Lord Chief Justice and Mr. Justice Wills; Oxford Circuit, Justices Bruce and Darling; Western Circuit, Justices Mathew and Wright; North-Eastern, Justices Day and Bigham; Northern, Justices Grantham and Phillimore; South-Eastern, Justices Lawrance and Ridley (the latter going the first part, and Mr. Justice Lawrance the second half); North Wales Circuit, Mr. Justice Channell; South Wales Circuit, Mr. Justice Bucknill.

Several hundred members of the Solicitors' Managing Clerks' Association assembled on Wednesday, in the Inner Temple Hall, to hear a lecture by Lord Robert Cecil on "Underground Water." The lecturer was introduced to his audience by Lord Justice Romer, who, in the course of his introduction, took occasion to speak of the courtesy, ability, industry and knowledge which were characteristic of solicitors' clerks—of whose kindness he still had pleasant remembrances, dating from his days as a junior. "And," added the judge, "I can't help thinking that if some solicitors' clerk would deliver a lecture to the judges on aspects of the law as seen from a solicitor's office, and from the point of view of a solicitor's clerk, it would be a very instructive and entertaining experience for everyone concerned. I, for one, would gladly attend."

The subject of the after dinner debate at the Article Club on Wednesday was "The Workmen's Compensation Act," which was introduced by Mr. Crook, who dealt with it as affecting the working classes, employers of labour, and the legal profession. Mr. R. Bell, general secretary of the Amalgamated Society of Railway Servants, indicated the difficulties that arose in the interpretation of the words "in, on, or about a railway," and the exclusion of workmen engaged in carrying for a railway company, or engaged in work elsewhere than on a company's premises. He also complained of the inconveniences arising from the locking up of amounts of compensation for the benefit of children until they reached the age of fourteen years. Sir C. Dilke, M.P., said that the technicalities and legal difficulties of the Act could not be avoided, but litigation would be unnecessary if employers and workmen would adopt schemes adapted to the requirements of various trades. This was the key to the right working of the Act. Mr. Justice Darling said judges had but to construe an Act as they found it, and never did they look for assistance to the debates upon the passing of an Act. Probably, there had never been put upon the Statute Book an Act more difficult to administer, for it was almost the first attempt to make a piece of admitted Socialism part of the law of England.

The new sheriffs of the City of London have decided to restore an ancient custom which for some years past has become obsolete—namely, the custom of escorting Her Majesty's judges in state to the sessions of the Central Criminal Court on the first day of the judges attending to try prisoners. With this object in view the new sheriffs recently deputed Mr Under-Sheriff Mahon to wait upon Mr. Justice Channell, the judge on the rota for attendance at the present sessions of the court, to submit their wishes to his lordship and to ascertain whether the revival of the custom would be acceptable to the bench. Mr. Under-Sheriff Mahon accordingly waited upon the judge, and conveyed to him the sheriffs' wishes, and his lordship promised to submit the proposal to the judges of the High Court at their meeting at the Law Courts on the 24th ult. The proposal met with the general approval of their lordships, but they wished it to be understood that the carrying out of it should be a matter of arrangement between the sheriffs and individual judges from time to time, so that if any judge or any sheriff should prefer not to follow the revived custom it should not be incumbent upon him to do so. In accordance with the custom thus revived, Mr. Alderman and Sheriff Treloar and Mr. Under-Sheriff Mahon on Wednesday (in last week) morning proceeded to the Law Courts and escorted Mr. Justice Channell in state to the Sessions House in the Old Bailey, where he was received by the Lord Mayor, Mr. Sheriff Bevan, and Mr. Under-Sheriff Langton.

Professor Theodor Mommsen, who is now eighty-two years of age, has just (says the Berlin correspondent of the *Standard*) brought out a monumental work on Roman Criminal Law. It is a large octavo volume of one thousand and seventy-eight pages. In his preface, which is dated Charlottenburg, the 29th of August, 1898, the author observes that authorities on law, historians, and philologists, agree that the want of a book on Roman Criminal Law is felt in the scientific world. He writes: "It is my wish, and, to a certain degree, my hope, that this book will fill the oft-felt gap." He takes criminal law and criminal proceedings together, "for criminal law without criminal proceedings is the haft of a knife without the blade, and criminal proceedings without criminal law is like a blade without a haft." The task which Professor Mommsen had set himself was to follow up to a certain extent the development of Roman Law through a thousand year. In his book details are, as far as possible, passed over, and casuistical explanations are not reproduced. The author has "endeavoured to settle matters to a certain extent" as far as ancient authorities are concerned, but he has found it impossible to do the same with the later literature of the subject. The work is divided into chapters on the nature and limits of criminal law, criminal authorities, criminal procedure, individual crimes, and punishments. It is dedicated to the Juridical Faculty of the Berlin University "by an Old Colleague."

At a recent meeting of the Beds Chamber of Agriculture, Mr. F. W. Beck, solicitor, of Luton, read a paper on "Fires caused by Locomotives." After referring to the exceptional number of cases in which extensive fires have arisen during the last summer on farms bordering upon a railway, fires which have in many cases been distinctly traceable to sparks from passing locomotives, and which in almost all cases may fairly be presumed to have arisen from that cause, he summarized the law relating to the matter as follows: First, it was held that emission of sparks is sufficient evidence of negligence; secondly, that evidence may be rebutted by evidence that every possible precaution has been taken; thirdly, there must be some other evidence of negligence; and fourthly, it need not be proved that every possible precaution has been taken, but only that such precautions need be taken as are reasonably necessary or desirable in the opinion of engineers. The result of the discussion on the present position of the law seems to establish quite distinctly that in every case the onus of proof is now upon the farmer to shew that there is actual negligence on the part of the railway company in the way in which their engines are constructed or worked; and the difficulty of this position is at once apparent. It is impossible for a plaintiff to give any other than presumptive evidence of negligence without going into the enemy's camp to prove his case. All that he can say is that the train coming by his crops emitted sparks which caused the fire; but he must go to the company to obtain evidence from them as to the nature and construction of their engine, and as to the precautions, if any, adopted to prevent the emission of sparks; and if he fails to shew conclusively that there was actual negligence on the part of the company he fails in his case, because it is for him to prove his case, and if any doubt remains in the matter it is the defendant who obtains the benefit of the doubt. Moreover, the Shaftesbury case establishes that the companies need not adopt every possible precaution to prevent fire, but only such as engineering science deems advisable. The hardship of this position seems to be that the companies may obtain all the advantage of powerful and rapid engines without increasing any added responsibility in using them. What is wanted for the protection of the farmer is to get back to the condition of things which obtained in 1846 and onwards until 1870; and to be able to throw upon the railway companies the responsibility of proving that they have used all possible precautions. What remedy is it possible to find? It is apparent that there are only two courses open. First, an action at law carried to the House of Lords, the highest court in the land, which would alter the principle laid down in the later cases. Second, an alteration by legislation which would bring about the same effect. After discussing the difficulties in the way of litigation, Mr. Beck said that the conclusion one is bound to arrive at is that the proper remedy lies in amending legislation.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Nov. 6	Mr. Carrington	Mr. Greswell	Mr. Jackson
Tuesday 7	Lavie	Church	Pemberton
Wednesday 8	Carrington	Greswell	Jackson
Thursday 9	Lavie	Church	Pemberton
Friday 10	Carrington	Greswell	Jackson
Saturday 11	Lavie	Church	Pemberton

Date.	Mr. Justice Kekewich.	Mr. Justice Byrne.	Mr. Justice Cozens-Hardy.
Monday, Nov. 6	Mr. Godfrey	Mr. Pugh	Mr. Farmer
Tuesday 7	Leach	Beal	King
Wednesday 8	Godfrey	Pugh	Farmer
Thursday 9	Leach	Beal	King
Friday 10	Godfrey	Pugh	Farmer
Saturday 11	Leach	Beal	King

QUEEN'S BENCH DIVISION.

MICHAELMAS SITTINGS, 1899.

SPECIAL PAPER.

For Argument.

The London County Council v The East London Waterworks Co special case
In re an Arbitration between Milroy and Saxelby special case
In re an Arbitration between Barnett and the Mayor &c of the Borough of Eccles special case
In re an Arbitration between Henry Leetham & Sons and Lambert & Smiths special case
Markey & anr v The Tolworth Joint Hospital District Board points of law
Cannan v Earl of Abingdon special case

OPPOSED MOTIONS.

For Judgment.

Ashwell & Nesbit ld & anr v Stanton

For Argument.

In re an Arbitration between Baldwin & Ash part heard (s.o. for report)
Julian v Jay
In re an Arbitration between The London County Council & Lewis & ors
In re a Solicitor Expte Incorporated Law Soc
In re a Solicitor Expte Same
In re an Arbitration between Ide & anr & Chalmers & anr
In re a Solicitor Expte Incorporated Law Soc
In re an Arbitration between Musters & The Great Western Ry Co
Bailey & anr v Isted
Same v Goodbourne
Bunting v The Great Northern Ry Co
Upton and ors v Veale
Rhys v McLachlan

Greene & ors v St John's Mansions ld
In re a Solicitor Expte Incorporated Law Society
In re a Solicitor Expte Same
In re a Solicitor Expte Same

CROWN PAPER.

For Argument.

Pembrokeshire The Queen v Mayor, &c, of Pembroke (expte Local Government Board) Nisi for mandamus to obey order of Local Government Board
Lancashire The Queen v. Liverpool, St. Helen's & South Lancashire Railway Co. (expte Banks) Nisi for mandamus to take up award
Same The Queen v Same (expte Wood) Nisi for mandamus to take up award
Same The Queen v Same (expte Mercer) Nisi for mandamus to take up award
Same, Oldham In the matter of a mortgage between Jackson & Scholes and in the matter of the petition of Barratt county court Clegg's app
County of London Armstrong v London County Council magistrate's case
Southampton Lovell v Rowe magistrate's case
Northamptonshire The Queen v Northampton Union (expte Local Government Board) Nisi for mandamus to appoint vaccination officer
Lancashire, Bolton Smith, v Dobson & Barlow county court pltff's app
Norfolk, Great Yarmouth Cork v Hindle county court pltff's app
Sussex Uckfield Rural District Council v Crowborough District Water Co magistrate's case
Suffolk, Sudbury Prentice v Great Eastern Ry Co county court defts' app
Lancashire, Lancaster Newton v Rhodes county court deft's app
Middlesex, Bow Gray v Simmons county court deft's app
City of London Cohen v Dunkley county court pltff's app
Met Pol Dist Scott v Carrit magistrate's case
Gloucestershire, Gloucester Scott v Truss county court deft's app
Glamorganshire, Swansea Swansea Pitwood and Coal Co v Davis and anr county court deft Jones' app
Yorkshire, New Malton Spanton v Richardson and anr county court deft A. M. Richardson's app
Brecknockshire The Queen v Jjs of Brecon (expte Evans) Nisi for mandamus to Jj. to hear app
Hampshire, Southampton Grant v Rose and anr county court pltff's app
Middlesex, Westminster Smith v Whitgreave county court pltff's app
Essex, Brentwood Langford v Horner county court deft's app
County of London The Queen v E Austin, Esq, & Islington Vestry (expte Solomon) Nisi to state case
Same Lane v Rendall (trading, &c) magistrate's case
City of London Sharman v Mason Mayor's Court pltff's app
Middlesex, Westminster Snell & anr v Oglesby & anr county court dft's app
City of London Leppard v Angles Mayor's Court pltff's app
Yorkshire, W R The Queen v Jj for West Riding of York (expte Huddersfield Corpn) nisi for certiorari for order of sessions
Middlesex, Brompton Stupple v Ward & anr county court dft Ward's app
Middlesex The Queen v Local Government Board & Guardians of Willesden (expte Hendon Union) nisi for certiorari for order of Local Government Board
Durham, Darlington Wallis v Darlow & ors (trading, &c) county court dft Baker's app
City of London Stone v Webb county court deft's app
Met Pol Dist London County Council v Hirsch & Co magistrate's case
Same Coburg Hotel v London County Council magistrate's case
Northamptonshire Barnacle v Clark magistrate's case
Cheshire, Birkenhead Re the Companies' Acts, 1862 to 1898 Re Woodcock's Ammonia Foam Co. county court James Woodcock's, Ellen Woodcock's & Clara Kate Woodcock's app
Essex Woodford Urban District Council v Henwood magistrate's case
Devonshire, Exeter Commins v Webber & anr county court pltff's app
Sheffield Swift v Shelton magistrate's case
Surrey, Wandsworth Pavis & anr v Wills county courts deft's app
Bristol Kingswood & Parkfield Collieries Co v Heal magistrate's case
Yorkshire, Keighley Jackson v Mayor, &c., of Keighley county court pltff's app
Glamorganshire, Merthyr Tydfil Lewis v Thomas county court dft's app
London Kemshead v Plews & ors (trading, &c) county court dft's app
County of London London County Council v Read magistrate's case
Surrey, Wandsworth Thomas v London Provincial Steam Laundry Co county court plt's app
Liverpool The Marquess of Salisbury, K.G. v Mayor, &c., of Liverpool magistrate's case
City of London Hewett v Emmott mayor's court pltf's app
Same Model v Hannan's Lake View Central county court dft's app
Bradford Skinner v Root & Co magistrate's case
Surrey, Wandsworth Woodhouse v Vestry of St Mary, Battersea county court pltf's app
Wiltshire, Devizes Gee v Myers' Syndicate county court pltff's app
Middlesex, Brentford Clarke v Nichols county court dft's app
Somersetshire Wride v Dyer magistrate's case
Lancashire Cross & ors v West Derby Union & ors. quarter sessions special case applts' app
City of London Gover & ors v Vestry of St George the Martyr, Southwark quarter sessions special case respdts' app
Glamorganshire, Merthyr Tydfil Jones v Pegler & Sons county court dft's app
Worcestershire, Worcester Palmer & anr v Rural District Council of Mortley county court dfts' app
County of London Pullen v St Saviour's Union & anr Quarter Sessions special case applt's app
Yorkshire, Huddersfield Holmfirth Town Hall Co v Holmfirth Urban District Council county court deft's app
Devonshire, Southmolton Southmolton Rural District Council v Brady county court pltff's app
Lancashire Hilton & anr v Hopwood magistrate's case
Met Pol Dist Duckham v Gibbs magistrate's case
City of London Orchard v Urch county court deft's app
Yorkshire, Knaresborough Kitson v Johnson county court deft's app
Sussex, Lewes Cooper v Billing county court pltff's app
Devonshire, Newton Abbot and Torquay Maddicott v Bibbings & anr county court deft's app
Glamorganshire, Pontypridd Evans v Thompson & ors county court deft Parry's app
Anglesea, Llangefin, Holyhead and Menai Bridge Lord Stanley of Alderley v Wild and Son county court deft's app
West Ham Welch & Son v Mayor, &c, West Ham magistrate's case
Gloucestershire, Bristol Neilson v Brown & anr county court pltff's app
Glamorganshire, Neath Davies v Jenkins (Howie, clmt) county court pltff's app
Somersetshire, Wells Tilley v Webb county court dft's app
Dorsetshire, Shaftesbury Fricker v Quick county court dft's app
Met Pol Dist The Queen v F Mead, Esq, Met Pol Mag, & S G Van Os (expte Thomas) Nisi for order to magistrate to state case
Surrey Budd v Skinner magistrate's case
County of London Burton (trading, &c) v Assessment Committee of St Giles-in-the-Fields and St George, Bloomsbury, & anr quarter sessions special case applt's app
Northumberland, Newcastle-on-Tyne Irving v Turnbull & anr county court dft's app
Cardiganshire, Aberystwyth Morgan v Beddoes county court Deft's app
Sussex, Horsham Godman v Moses county court Deft's app
Glamorganshire, Swansea Vivian v Morris county court Deft's app
Middlesex, Brompton Oakham v London Road Co county court Deft's app
Glamorganshire The Queen v Dolby (expte Powell Duffryn Steam Coal Co) Nisi for certiorari for auditor's allowance)
Yorkshire, Leeds The Queen v H H Judge Greenhow & Westerman (expte Pearl Life Assce Co) Nisi to furnish notes
Middlesex, Whitechapel Champness & anr v Eldridge county court Pltff's app
Met Pol Dist Vestry of Parish of Lambeth v Priest magistrate's case
Hertfordshire, Barnet In the Matter of the Agricultural Holdings (England) Acts, 1875 & 1883, &c. Byfield v Vaughan Special case stated by county court judge
County of London London School Board v Wandsworth and Clapham Union & anr quarter sessions special case appelt's app
Surrey, Wandsworth Smith v Dean county court pltff's app
Surrey, Wandsworth Collins v Wilkins county court deft's app
Yorkshire, Leeds Westerman v Pearl Life Assce Co county court deft's app
Middlesex Hendon Urban District Council v Martin magistrate's case
Same, Whitechapel Edwards v North Metropolitan Tramway Co county court pltff's app
Lancashire, Liverpool Nuttall & Co v Baker county court deft's app
Southampton Bound v Diaper magistrate's case
Surrey, Southwark Baker & anr v Donn county court deft's app
Same, Godalming Wheeler v Engall county court deft's app
Lancashire, Warrington Newton in Makerfield Urban District Council v Brown county court pltffs' app
Same, Warrington Same v Lyon county court pltffs' app
Gloucestershire, Cheltenham Witchell v Margrett (*Re* E. Dix, dec) county court Joseph William Dix's app
Worcestershire, Worcester Council of the Pharmaceutical Society of Great Britain v White county court pltffs' app
Surrey, Croydon Flack (trading, &c.) & anr v Orgar county court deft's app
Somersetshire, Langport West Sedgmoor District Drainage Board v Hector county court pltffs' app
Yorkshire, Bradford Jennings v Collyer county court deft's app
Middlesborough Eliason v Ashe magistrate's case
Hertfordshire, Watford Mann v Garrett county court deft's app
Monmouthshire The Ystradyfodwg & Pontypridd Main Sewerage Board v Newport Union and ors quarter sessions Special case respdt's app
Herefordshire Charnock v Merchant magistrate's case
Derbyshire Boden v Clarke magistrate's case
Hampshire, Portsmouth Ford v Mayor, &c, of Portsmouth county court deft's app

Shropshire, Bishop's Castle Farmer v Smith county court deft's app
Durham, Barnard Castle Parker v Welford county court pltff's app
Southampton Moxham v Byrne magistrate's case
Met Pol Dist Davis v Harris magistrate's case
Cardiganshire, Aberystwyth Wemyss v Stuart county court dft's app
City of London Gordon Steam Ship Co v Christie & Co county court pltff's app
Salford Payne v Hogg Salford Hundred court pltff's appl from judge in chambers granting writ of prohibition
Lancashire Cocker v McMullen magistrate's case
Same The Queen v The Mayor, &c of Blackpool (expte Lucas) Nisi for mandamus to hear appln for Hackney Carriage licence
Gloucestershire Davis v Woodfield magistrate's case
Lancashire The Queen v C Stead, Esq & anr, Jj and West Lancashire Rural District Council (expte Mc Naught) Nisi for certiorari for conviction
Middlesex Bennett v Tyler magistrate's case
Norfolk, Great Yarmouth Fenner & anr v Blake county court dft's app
Gloucester Stanton v Brown
City of London Rice v Friswell
Yorkshire, W R Dewsbury and Heckmondwike Waterworks Board v Penistone Union
Surrey Farnham, Flint, &c, Co v Farnham Union
Essex Banks v Wooler
Same Same v Brown
Cheshire, Chester Burghall & ors v Duck & ors

REVENUE PAPER.

For Hearing.

English Information.

Attorney-Gen and the Jewish Colonization Assoc & anr

Petition Under Finance Act, 1894.

Re Alfred Morrison, dec
Re John Scott, junr, dec

Cases Stated.

Garnett and The Commrs of Inland Revenue
Gordon and Same

Mctions for Attachment, 3

THE PROPERTY MART.

RESULT OF SALE.

Messrs. H. E. FOSTER & CRANFIELD sold, at the Mart, on Thursday last:—

		£
REVERSIONS:		
Absolute to One-Eighth of £10,030	Sold	630
To £4,900	,,	2,150
Absolute to One-Half of £7,459	,,	1,010
Absolute to £9,300	,,	4,300
Absolute to £1,000	,,	490
LIFE POLICIES:		
For £1,000 in the Liverpool and London and Globe (life 68; half-yearly premium, £9 19s 2d.), and for £1,100 in the same office (same life; half-yearly premium, £14 10s.; bonus additions to 1899, £566 17s. 6d.)	,,	1,450

Absolute Reversion to Two Freeholds at Finsbury Park and Islington, value £430; Absolute Reversion to One-Seventh of £1,077; and Life Policies for £800 in the Law Union and Crown (life 47; annual premiums, £18 9s.; bonus additions to 1894, £261 12s. 5d.), were not sold, and can now be treated for. The result of the sale was £10,430.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Oct. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ASTON TUBE WORKS (1897), LIMITED—Petn for winding up, presented Oct 25, directed to be heard on Nov 8. Arnould & Son, 10, New ct, Lincoln's inn, agents for Buller & Cross, Birmingham, solors for petner. Notice of appearing must reach Arnould & Son not later than 6 o'clock in the afternoon of Nov 7

BRITISH WESTRALIAN MINES AND SHARE CORPORATION, LIMITED—Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to Edgar Alfred Tyler, 1, Queen Victoria st. Clulow, 9, Gracechurch st, solor for liquidator

"DRAPERY BUYER" PUBLISHING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. Walter Wesson, 46, Cannon st

ELMORES AMERICAN AND CANADIAN PATENT COPPER DEPOSITING CO, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to James Shurmer, Greek st chmbrs, Park row, Leeds. Hays & Co, 31, Abchurch lane, solors to liquidator

ELMORES FOREIGN AND COLONIAL PATENT COPPER DEPOSITING CO, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to James Shurmer, Greek st chmbrs, Park row, Leeds. Hays & Co, 31, Abchurch lane, solors to liquidator

ELMORES PATENT COPPER DEPOSITING CO, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to James Shurmer, Greek st chmbrs, Park row, Leeds. Hays & Co, 31, Abchurch lane, solors to liquidator

ELMORES WIRE MANUFACTURING CO, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to James Shurmer, Greek st chmbrs, Park row, Leeds. Hays & Co, 31, Abchurch lane, solors to liquidator

GARDNERIZING TIMBER CO, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Stevenson Macintyre, 14, Victoria st, Westminster. Wilde, 5, The Sanctuary, Westminster, solor to liquidator

HANNANS MOUNT CHARLOTTE WEST, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to George Carnaby Harrower, College Hill chmbrs, Cannon st. Wingfield & Blew, 52, Queen Victoria st, solors to liquidator

L. V. ROGERS & Co, LIMITED—Creditors are required, on or before Nov 11, to send their names and addresses, and the particulars of their debts or claims, to Alfred Huish Gallico, 21, New yd, Gt Queen st

OXFORD SMITH, LIMITED—Petn for winding up, presented Oct 27, directed to be heard Nov 8. Patersons & Co, 25, Lincoln's inn fields, petners' sols. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 2

PEABODY AND BERKSHIRE GOLD MINES, LIMITED—Petn for winding up, presented Oct 23, directed to be heard Nov 8. Hunter & Haynes, 9, New sq, Lincoln's inn, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7

ROBERT BUNTING & SONS, LIMITED—Petn for winding up, presented Oct 23, directed to be heard Nov 8. Pritchard & Sons, 9, Gracechurch st, agents for Webster & Styring, Sheffield, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7

"SIDNEY THOMAS" STEAMSHIP CO, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Hunter Low, 7, Fenchurch avne. Barnett & Austen, 48, Watling st, solors for liquidator

TRUE BLUE (HANNAN'S) GOLD MINE, LIMITED.—Creditors are required, on or before December 9, to send their names and addresses, and the particulars of their debts or claims, to Anthony Stanley Rowe, Broad street House. Hays & Co, 31, Abchurch ln, solors to liquidator

W. E. VAUGHAN & CO., LIMITED —Petn for winding up, presented October 23, directed to be heard November 8. Hudson & Co, 32, Queen Victoria st, solors for petners. Notice of appearing must reach the above named not later than six o'clock in the afternoon of November 7

YABSLEY & CO., LIMITED.—Petn for winding up, presented October 24, directed to be heard 8th November. Crawshaw & Caldicott, 7, Bow st, solors for petner. Notice of appearing must reach the above named not later than six o'clock in the afternoon of November next.

London Gazette.—TUESDAY, Oct. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRMINGHAM AERATED WATER CO (BARRETT & CO), LIMITED—Creditors are required on or before Dec 11, to send their names and addresses, and particulars of their debts or claims, to Lionel Bury Wells, Queen's chmbrs, John Dalton st, Manchester. Taylor & Co, Manchester, solors to liquidator

FINANCIAL AND GENERAL SYNDICATE, LIMITED—Petn for winding up, presented Oct 25, directed to be heard Nov 8. Badham & Collins, 3, Salters' Hall ct, Cannon st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 3

FORREST AUSTRALIAN CORPORATION, LIMITED—Petn that voluntary winding up may be continued, presented Oct 24, directed to be heard on Nov 8. Ashurst & Co, 17, Throgmorton avenue, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7

GENERAL INVESTORS' SYNDICATE, LIMITED —Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to Frederick Martin, Granville House, 3, Arundel st, Strand

GOLD CONSOLS, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Frank McDowell, 50, Eastcheap

ISLE OF MAN PALACE STEAMERS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 30, to send in their names and addresses, and the particulars of their debts, to J. Wilson Taylor, Bush lane House, Cannon st

MAUDSLAY SONS & FIELD, LIMITED—Petn for winding up, presented Oct 25, directed to be heard Nov 8. Hastie, 65, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7

NEW MEDICAL DEFENCE ASSOCIATION, LIMITED —Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Hugh Limebeer, 3, Clements-lane. Martin & Co, 15, King-street, Cheapside, solors for liquidator

OXFORD SMITH, LIMITED—Petn for winding up, presented Oct 25, directed to be heard Nov 8. Mayo & Co, 10, Drapers'-gardens, solors for Petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov. 7

PARENT SYNDICATE LIGHTNING OIL EXTRACTOR CO, LIMITED—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Robert Thomson Heselten, 9, Market st, Bradford, York Rhodes, Bradford, solor for liquidator

PATENTS ACQUISITION CO, LIMITED—Petn for winding up, presented Oct 24, directed to be heard on Nov 8 Alfred R. Gery, 37, Walbrook, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7

WORMALD & CO, LIMITED—Creditors are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to William Nicholson, York bldgs, 33, Mosley st, Manchester Sampson & Price, Manchester, solors to liquidator

YOUNGS OFFICE SUPPLIES, LIMITED—Petn far winding up, presented Oct 26, directed to be heard Nov 8 Amery & Co, 93 & 94, Chancery ln, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 7

FRIENDLY SOCIETIES DISSOLVED.

EAST GREENWICH LIBERAL AND RADICAL CLUB, 54, Earlswood st, East Greenwich. Oct 25
LIVERPOOL OPERATIVE PLASTERERS' ACCIDENT SOCIETY, 110, Pembroke pl, Liverpool. Oct 20
NEW FRIENDLY SOCIETY, Schoolroom, Green's Norton, Northampton. April 4
PRINCESS VICTORIA SICK AND BURIAL SOCIETY, Bancroft Arms, Mile End rd. Oct 20
WADDESDEN BRITISH SCHOOL FRIENDLY SOCIETY, Aylesbury, Buckingham. Oct 20
WEDNESFIELD HEATH FRIENDLY PROVIDENT SOCIETY, 91, Heath st, Heath Town, Wednesfield Oct 24

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 27.

RECEIVING ORDERS.

ARNEY, FREDERICK, Kilburn, Meat Carrier High Court Pet Sept 13 Ord Oct 24

ARTHUR, WILLIAM ERNEST LLEWELYN, Carmarthen, General Ironmonger Carmarthen Pet Oct 24 Ord Oct 24

BAYFORD, WILLIAM, Rosebery av, Refreshment Contractor High Court Pet Oct 23 Ord Oct 23

BEYER, ANTON HUGO, Honor Oak pk, Professor of Singing High Court Pet Aug 25 Ord Oct 23

BOURNE, FREDERICK COUTTS, Finsbury pvmnt, Company Promoter High Court Pet June 19 Ord Oct 24

BREWERTON, SUSANNAH, Shepperton Kingston, Surrey Pet Oct 23 Ord Oct 23

BRITTAIN, WILLIAM, Hanley, Staffs, Engineer Hanley Pet Sept 19 Ord Oct 23

BROWN, WILLIAM HENRY, York, Wholesale Confectioner Hanley Pet Oct 23 Ord Oct 23

COHEN, ARTHUR, Mansion House chambers High Court Pet Sept 19 Ord Oct 23

COLLIER, FRED S, Plaistow, Builder High Court Pet Oct 5 Ord Oct 24

CUCKSON, THOMAS HERBERT, Sheffield, Builder Sheffield Pet Oct 23 Ord Oct 23

DAVIS, PATRICK, Birmingham, Skin Merchant Birmingham Pet Sept 28 Ord Oct 24

DEERE, THOMAS CLAYTON, King William st, Brewery Valuer High Court Pet Sept 18 Ord Oct 23

DENNISON, SYLVESTER, Bradford, Joiner Bradford Pet Sept 27 Ord Oct 23

DURRANT, GEORGE WATERLOO, Gt Yarmouth, Carpenter Gt Yarmouth Pet Oct 25 Ord Oct 25

EDWARDS, CHARLES, Leominster, Builder Leominster Pet Oct 13 Ord Oct 24

FLETCHER, ADA ROGERS, Leeds, Draper Leeds Pet Oct 25 Ord Oct 25

FLINT, ROBERT HENRY, Brewood, Stafford, Licensed Victualler Wolverhampton Pet Oct 23 Ord Oct 23

FOSTER, FRANK, Lincoln, Painter Lincoln Pet Oct 24 Ord Oct 24

GIBBON, HARRY, Cardiff, Builder Cardiff Pet Oct 12 Ord Oct 23

GIDLEY, JOHN, jun, Gt Grimsby Gt Grimsby Pet Oct 20 Ord Oct 20

GOULD, RICHARD, Clapham, Builder Wandsworth Pet Oct 23 Ord Oct 23

HALMSHAW, SAMUEL, Liversedge, York Dewsbury Pet Oct 24 Ord Oct 24

HANSON, JOHN ROBERT, Lincoln, Gun Maker Lincoln Pet Oct 24 Ord Oct 24

HUGHES, THOMAS, Southport, Solicitor Bolton Pet Oct 6 Ord Oct 25

JONES, CHARLES ALFRED, Leeds, Chemist Leeds Pet Oct 24 Ord Oct 24

JONES, DAVID JOHN, Llandilofawr, Carmarthen, Innkeeper Carmarthen Pet Oct 25 Ord Oct 25

JONES, HUGH, Cardigan, Grocer Carmarthen Pet Oct 24 Ord Oct 24

JORDAN, JOSEPH, Lane Head, nr Wolverhampton, Builder Wolverhampton Pet Oct 23 Ord Oct 23

KEARSLEY, JAMES, Burnley, Bricklayer Burnley Pet Oct 23 Ord Oct 23

LEWIS, JOHN, Carno, Montgomery, Cattle Dealer Newtown Pet Oct 23 Ord Oct 23

MARR, GEORGE, Redcar, York, Innkeeper Middlesborough Pet Oct 23 Ord Oct 23

O'KEEFFE, DAVID, St Mary Cray, Kent, Grocer Croydon Pet Oct 21 Ord Oct 21

OLDFIELD, MORTIMER, Clerk, Liverpool Liverpool Pet Oct 25 Ord Oct 25

PARAMOR, ALBERT EDWARD, Ramsgate, Carrier Canterbury Pet Oct 23 Ord Oct 23

RICH, EDWARD, Romsey, Southampton, Butcher Southampton Pet Oct 23 Ord Oct 23

RHYS, F CORDEAUX, Clapton Common Financier High Court Pet Oct 4 Ord Oct 25

RYALL, GEORGE WESTBY, Wolverhampton, Quantity Surveyor Wolverhampton Pet Oct 23 Ord Oct 23

SHEPHERD, HENRY, Gt Yarmouth Gt Yarmouth Pet Oct 23 Ord Oct 23

STEPHENSON, LAURANCE, Kingston upon Hull, Plumber Kingston upon Hull Pet Oct 24 Ord Oct 24

STRINGER, ARTHUR, Wadsley Bridge, Yorks, Edge Tool Manufacturer Sheffield Pet Oct 23 Ord Oct 23

TAYLOR, ANN, Pontypridd, Innkeeper Pontypridd Pet Oct 19 Ord Oct 19

TROLLOPE, JAMES, Folkestone, Builder's Foreman Canterbury Pet Oct 24 Ord Oct 24

WARD, EDWARD, Kingston upon Hull, Tobacconist Kingston upon Hull Pet Oct 23 Ord Oct 23

WEEKS, GEORGE, and FRANK WEEKS, Bristol, Builders Bristol Pet Oct 23 Ord Oct 23

WOLRIGE, EVA FIELD, Southsea Portsmouth Pet Oct 21 Ord Oct 21

WOOD, GEORGE, Leeds, Butcher Leeds Pet Oct 13 Ord Oct 23

YANNETTA, THOMAS, West Hartlepool, Confectioner Sunderland Pet Oct 23 Ord Oct 23

FIRST MEETINGS.

ALLEN, FREDERICK, Truro, Grocer Nov 6 at 12 Off Rec, Boscawen st, Truro

ATHERTON, HENRY, Wigan, Grocer's Assistant Nov 3 at 11 16, Wood st, Bolton

BARTER, FRANK CHARLES, Clapham Nov 3 at 11.30 24, Railway app, London Bridge

BAYFORD, WILLIAM, Rosebery av, Refreshment Contractor Nov 6 at 11 Bankruptcy bldgs, Carey st

BEYER, ANTON HUGO, Honor Oak park, Professor of Singing Nov 3 at 2.30 Bankruptcy bldgs, Carey st

BROOK, WALTER HENRY, Newport, Mon, Commission Agent Nov 6 at 11 Westgate chmbrs, Newport, Mon

COHEN, ARTHUR, Mansion House chmbrs Nov 6 at 12 Bankruptcy bldgs, Carey st

DANIELS, ELIZA, Swansea, Confectioner Nov 3 at 12 Off Rec, 31, Alexandra rd, Swansea

DEAN, ISSACHAR, Manchester, Baker Nov 8 at 2.30 Off Rec, Byrom st, Manchester

DEERE, THOMAS CLAYTON, King William st, Brewery Valuer Nov 3 at 11 Bankruptcy bldgs, Carey st

EDMUNDSON, JOHN, Burnley, Grocer Nov 3 at 12 at 12.30 Exchange Hotel, Nicholas st, Burnley

ELLIOTT, HENRY, Bridlington Quay, Plumber Nov 3 at 11.30 Off Rec, 74, Newborough, Scarborough

FARNDON, ABRAHAM, Hinckley, Leics, Cycle Agent Nov 3 at 12.30 Off Rec, 1, Berridge st, Leicester

GIBBON, HARRY, Cardiff, Builder Nov 7 at 12 117, St Mary st, Cardiff

GRAY, JOHN WILLIAM, Dudley, Confectioner Nov 3 at 10.30 Off Rec, Wolverhampton st, Dudley

GREAVES, RICHARD, Nottingham Nov 6 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

HARD, CHARLES, Cheltenham, Hatter Nov 3 at 3 County ct bldgs, Cheltenham

JAMES, HENRY, Tooting, Boot Dealer Nov 3 at 12 24, Railway app, London bridge

NIELD, FRANK, Alsager, Cheshire, Metal Broker Nov 3 at 11 Off Rec, 23, King Edward st, Macclesfield

PRIDMORE, HARRY LETTS, Ilford, Essex, Builder Nov 3 at 3 Room 53 Bankruptcy bldgs, Carey st

PRYTHERCH, JOHN, Llanerchymedd, Anglesey, Car Proprietor Nov 4 at 12.15 Ship Hotel, Bangor

RICHARDSON, GEORGE QUINTON, Nottingham, Hatter Nov 6 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

SCHNEIDER, WILLIAM, Battersea, Baker's Manager Nov 6 at 11.30 24, Railway app, London bridge

SMALLEY, SAMUEL, Leeds, Blacksmith Nov 3 at 11 Off Rec, 22, Park row, Leeds

THURLBECK, THOMAS JOSEPH HARRISON, North Shields Nov 3 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

WARD, EDWARD, Kingston upon Hull, Tobacconist Nov 3 at 11 Off Rec, Trinity House la, Hull

WILLIAMS, ROBERT MICHAEL, Llanrhaiadr yn Cinmerch, Denbigh, Farmer Nov 3 at 11.45 Bull Hotel, Denbigh

WILLS, ANNIE, Burnley, Grocer Nov 3 at 1 Exchange Hotel, Nicholas st, Burnley

WILSON, PHILIP, Scarborough Nov 3 at 3 Off Rec, 74, Newborough, Scarborough

WOLRIGE, EVA FIELD, Southsea, Hants Nov 3 at 3 Off Rec, Cambridge junction, High st, Portsmouth

WOOD, GEORGE, Leeds, Butcher Nov 6 at 11 Off Rec, 22, Park row, Leeds

WOOD, JAMES, Ashford, Kent, Builder Nov 4 at 11 Saracen's Head Hotel, Ashford

ADJUDICATIONS.

ALLEN, FREDERICK, Truro, Grocer Truro Pet Oct 17 Ord Oct 23

ARTHUR, WILLIAM ERNEST LLEWELYN, Barry Port, Carmarthen, General Ironmonger Carmarthen Pet Oct 24 Ord Oct 24

BAYFORD, WILLIAM, Rosebery av, Refreshment Contractor High Court Pet Oct 23 Ord Oct 23

BELCHER, ALBERT EDWARD, Oxford, Furniture Dealer Oxford Pet Oct 13 Ord Nov 23

CUCKSON, THOMAS HERBERT, Sheffield, Builder Sheffield Pet Oct 23 Ord Oct 23

DEAN, ISSACHAR, Manchester, Baker Manchester Pet Oct 21 Ord Oct 23

DURRANT, GEORGE WATERLOO, Great Yarmouth, Carpenter Great Yarmouth Pet Oct 25 Ord Oct 25

EVANS, THOMAS, Liverpool, Draper Liverpool Pet Oct 12 Pet Oct 23

FLETCHER, ADA ROGERS, Leeds, Draper Leeds Pet Oct 25 Ord Oct 25

FLINT, ROBERT HENRY, Brewood, Staffs, Licensed Victualler Wolverhampton Pet Oct 23 Ord Oct 24

FOSTER, FRANK, Lincoln, Painter Lincoln Pet Oct 24 Ord Oct 24

GARDEN, HENRY, sen, and HENRY GARDEN, jun, Saltney Potteries, Chester, Stoneware Manufacturers Chester Pet Aug 19 Ord Oct 23

GIDLEY, JOHN, jun, Great Grimsby Great Grimsby Pet Oct 20 Ord Oct 20

GOULD, RICHARD, Clapham, Builder Wandsworth Pet Oct 23 Ord Oct 23

HALMSHAW, SAMUEL, Liversedge, York, Coal Leader Dewsbury Pet Oct 24 Ord Oct 24

HAMBRIDGE, HERBERT EUGENE, Bristol, Cycle Dealer Bristol Pet Oct 9 Ord Oct 25

HANSON, JOHN ROBERT, Lincoln, Gun Maker Lincoln Pet Oct 24 Ord Oct 24

HESKETH, WILLIAM, Barnsley, Schoolmaster Barnsley Pet Sept 28 Ord Oct 23

ILLINGWORTH, WILLIAM HENRY, Brockley, Builder's Merchant High Court Pet Aug 17 Ord Oct 24

JONES, CHARLES ALFRED, Leeds, Chemist Leeds Pet Oct 24 Ord Oct 24

JONES, DAVID JOHN, Llandilofawr, Carmarthen, Innkeeper Carmarthen Pet Oct 25 Ord Oct 25

JONES, ROBERT CARADOC, Blaenau Festiniog, Tailor Portmadoc Pet Aug 18 Ord Oct 25

JORDAN, JOSEPH, Lane Head, nr Wolverhampton, Builder Wolverhampton Pet Oct 23 Ord Oct 23

KEARSLEY, JAMES, Burnley, Bricklayer Burnley Pet Oct 23 Ord Oct 23

KELLY, J W, Ilford, Essex Chelmsford Pet July 5 Ord Oct 24

MARR, GEORGE, Redcar, York, Innkeeper Middlesborough Pet Oct 23 Ord Oct 23

PARAMOR, ALBERT EDWARD, Ramsgate, Carrier Canterbury Pet Oct 23 Ord Oct 23

RICH, EDWARD, Romsey, Southampton, Butcher Southampton Pet Oct 23 Ord Oct 23

RYALL, GEORGE WESTBY, Wolverhampton, Quantity Surveyor Wolverhampton Pet Oct 23 Ord Oct 24

SHEPHERD, HENRY, Gt Yarmouth Gt Yarmouth Pet Oct 23 Ord Oct 23

STEPHENSON, LAURANCE, Kingston upon Hull, Plumber Kingston upon Hull Pet Oct 24 Ord Oct 24

STRINGER, ARTHUR, Wadsley Bridge, Yorks, Edge Tool Manufacturer Sheffield Pet Oct 23 Ord Oct 23

TAYLOR, ANN, Pontypridd, Innkeeper Pontypridd Pet Oct 19 Ord Oct 19

TAYLOR, EDWIN CHARLES, Blackheath, Auctioneer Greenwich Pet Aug 19 Ord Oct 24

WARD, EDWARD, Kingston upon Hull, Tobacconist Kingston upon Hull Pet Oct 23 Ord Oct 23

WEEKS, GEORGE, and FRANK WEEKS, Bristol, Builders Bristol Pet Oct 23 Ord Oct 23

WOOD, GEORGE, Leeds, Butcher Leeds Pet Oct 23 Ord Oct 23

YANETTA, THOMAS, West Hartlepool, Confectioner Sunderland Pet Oct 23 Ord Oct 23

YOUNG, CHARLES, Chiswick, Boot Dealer Brentford Pet Sept 20 Ord Oct 19

London Gazette.—TUESDAY, Oct. 31.

RECEIVING ORDERS.

BARRETT, JOHN, Heysham, Egg and Butter Factor Preston Pet Oct 28 Ord Oct 28

BENNETT, JAMES ANTHONY, Oughtibridge, nr Sheffield, Blacksmith Sheffield Pet Oct 12 Ord Oct 26

BOURNE, HARRY, Brighton, Greengrocer Brighton Ord Oct 26

BRAITHWAITE, JOSEPH GIBSON, Lancaster, Cycle Manufacturer Preston Pet Oct 18 Ord Oct 27

BROMWICH, WILLIAM MASON, Leyton, Waiter High Court Pet Oct 26 Ord Oct 26

BYERS, THOMAS, Long Newton, Durham Stockton on Tees Pet Oct 26 Ord Oct 26

CARR, FRANK, Leeds, Brewer's Drayman Leeds Pet Oct 27 Ord Oct 27

CLAYSON, GEORGE, Rushden, Northampton, Newsagent Northampton Pet Oct 27 Ord Oct 27

COOK, GEORGE THOMAS, Northampton, Grocer Northampton Pet Oct 21 Ord Oct 25

CORNELL, WILLIAM, Ipswich, Chemist Ipswich Pet Oct 25 Ord Oct 26

CROWLE, JAMES, Brighton, Tailor Brighton Pet Oct 26 Ord Oct 26

FOULGER, FREDERICK E, Queen st pl, Paper Agent High Court Pet Sept 29 Ord Oct 27

FRESHWATER, FRANCIS W, St Albans, Cigar Manufacturer St Albans Pet Oct 14 Ord Oct 25

GEORGE, CHARLES HOMERTON, Builder High Court Pet Oct 26 Ord Oct 26

GILBERT, WILLIAM HENRY, Maidstone, Grocer Maidstone Pet Oct 26 Ord Oct 26

GOLDSTONE, ISAAC, Brick la, Spitalfields, Tobacconist High Court Pet Oct 4 Ord Oct 27

JENNINGS, CHARLES, Stock Exchange High Court Pet Sept 27 Ord Oct 27

JESSOP, LEWIS, J, Farringdon av High Court Pet July 11 Ord Oct 27

LAWRENCE, GEORGE, Kessingland, Suffolk, Tobacconist Gt Yarmouth Pet Oct 28 Ord Oct 28

LORCK, HENRY MARCELLUS, Newcastle on Tyne, Timber Merchant Newcastle on Tyne Pet Oct 28 Ord Oct 28

METCALFE, JOHN HENRY, Halifax, Pork Butcher Halifax Pet Oct 28 Ord Oct 28

MYERSCOUGH, WILLIAM HENRY, Blackpool, Wheelwright Preston Pet Oct 26 Ord Oct 26

OLD, JAMES, Falmouth, Grocer Truro Pet Oct 28 Ord Oct 28

PINFOLD, WILLIAM JOHN, Bideford Bedford Pet Oct 27 Ord Oct 27

PRYER, JOB, Lambeth, Retail Cheesemonger High Court Pet Sept 6 Ord Oct 25

RETTICH, ADOLPH, Old Broad st, Stockbroker High Court Pet May 27 Ord July 28

RICHARDS, JOHN, St Austell, Cornwall, Farmer Truro Pet Oct 26 Ord Oct 26

ROBERTS, HENRY, Battersea, Builder Wandsworth Pet Oct 5 Ord Oct 26

ROBINSON, ERNEST EDWARD, Middlesborough, Factor Middlesborough Pet Oct 26 Ord Oct 26

RUSHFORD, GEORGE, Witton Park, Durham, Butcher Durham Pet Oct 27 Ord Oct 27

SMITH, JAMES, Manchester, Insurance Agent Manchester Pet Oct 26 Ord Oct 26

STEEL JOHN WILLIAM, Leeds, Milliner Leeds Pet Oct 25 Ord Oct 25

STOREY, WALTER, Chapel en le Frith, Derbys, Soap Manufacturer Stockport Pet Oct 28 Ord Oct 28

TALBOT, WILLIAM HENRY, Burnley, Weaver Burnley Pet Oct 26 Ord Oct 26

TIPPING, SARAH, Leicester, Grocer Leicester Pet Oct 26 Ord Oct 26

TONGE, WILLIAM FRANCIS, Manchester, Grocer Manchester Pet Oct 28 Ord Oct 28

URE, JOHN, Bayford, Farmer Hertford Pet Oct 27 Ord Oct 27

WELCH, JOHN THOMAS, Bath, Builder Bath Pet Oct 26 Ord Oct 26

WINTER, ERNEST MAX, Norfolk st, Strand, Electrical Engineer High Court Pet Oct 5 Ord Oct 26

WYNER, J A, Hackney, Boot Manufacturer High Court Pet Oct 6 Ord Oct 26

Amended notice substituted for that published in the London Gazette of Oct 24:

MARSHALL, HENRY JOSEPH, Stockton Heath, Chester, Commercial Clerk Warrington Pet Oct 20 Ord Oct 20

FIRST MEETINGS.

ALLEN, WALLACE DAVEY, Congresbury, Somerset, Baker Nov 8 at 12.30 Off Rec, Baldwin st, Bristol

ARNEY, FREDERICK, Kilburn, Meat Carrier Nov 7 at 11 Bankruptcy bldgs, Carey st

ATKIN, WILLIAM, Uttoxeter, Innkeeper Nov 7 at 3.30 Midland Hotel, Burton on Trent

BOURNE, FREDERICK COUTTS, Finsbury pvmt, Company Promoter Nov 7 at 12 Bankruptcy bldgs, Carey st

BOURNE, HARRY, Brighton, Greengrocer Nov 8 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton

BRIERLEY, SAMUEL, Dalton in Furness, Newsagent Nov 17 at 12 Off Rec, 14, Cornwallis st, Barrow in Furness

BROMWICH, WILLIAM MASON, Leyton, Essex, Waiter Nov 7 at 2.30 Bankruptcy bldgs, Carey st

COLLIER, FREDERICK S, Plaistow, Builder Nov 9 at 12 Bankruptcy bldgs, Carey st

CROWLE, JAMES, Brighton, Tailor Nov 8 at 12 Off Rec, 4, Pavilion bldgs, Brighton

DAVIS, ALFRED, jun, Faversham, Kent, Builder Nov 9 at 11.30 Off Rec, 73, Castle st, Canterbury

DENNISON, SYLVESTER, Bradford, Joiner Nov 8 at 11 Off Rec, 31, Manor row, Bradford

FLETCHER, ADA ROGERS, New Briggate, Leeds, Draper Nov 7 at 12 Off Rec, 22, Park row, Leeds

FLINT, ROBERT HENRY, Brewood, Stafford, Licensed Victualler Nov 9 at 11 Off Rec, Wolverhampton

FOSTER, FRANK, Lincoln, Painter Nov 14 at 12.30 Off Rec, 31, Silver st, Lincoln

GEORGE, CHARLES, Homerton, Builder Nov 7 at 2.30 Bankruptcy bldgs, Carey st

GIDLEY, JOHN, jun, Gt Grimsby Nov 7 at 11 Off Rec, 15, Osborne st, Gt Grimsby

GOULD, RICHARD, Clapham, Builder Nov 8 at 11.30 24, Railway app, London Bridge

HANSON, JOHN ROBERT, Lincoln, Gun Maker Nov 14 at 12 Off Rec, 31, Silver st, Lincoln

HOLT, ROBERT, Rochdale, Leather Currier Nov 7 at 11.15 Townhall, Rochdale

HUGHES, FRANCIS, Lye, Worcester, Builder Nov 7 at 3.30 W S Mobberley, Solicitor, High st, Stourbridge

HUGHES, THOMAS, Southport, Solicitor Nov 15 at 3 16, Wood st, Bolton

JOHNSON, THOMAS, Chadderton, Lancs, Butcher Nov 8 at Off Rec, Bank chmbrs, Queen st, Oldham

JONES, CHARLES ALFRED, Leeds, Chemist Nov 7 at 11 Off Rec, 22, Park row, Leeds

JORDAN, JOSEPH, Lane Head, nr Wolverhampton, Builder Nov 9 at 11.30 Off Rec, Wolverhampton

KELLY, J W, Ilford, Essex Nov 7 at 12 Off Rec, 95, Temple chmbrs, Temple av

LOWIS, LINTON JAMES, Kendal, Boot Dealer Nov 11 at 12 Grosvenor Hotel, Stramongate, Kendal

MARSHALL, HENRY JOSEPH, Stockton Heath, Cheshire, Commercial Clerk Nov 8 at 3 Off Rec, Byrom st, Manchester

NURCOMBE, RICE, Easton, Bristol, Builder Nov 8 at 12.15 Off Rec, Baldwin st, Bristol

OLDFIELD, MORTIMER, Bootle, Liverpool, Clerk Nov 8 at 12 Off Rec, 35, Victoria st, Liverpool

PARAMOR, ALBERT EDWARD, Ramsgate, Carrier Nov 9 at 11 Off Rec, 73, Castle st, Canterbury

PARNHAM, KIRBY WILSON, Barrow in Furness, Glass Dealer Nov 17 at 11 30 Off Rec, 16, Cornwallis st, Barrow in Furness

PEPPER, EDWIN STANHOPE, Bath, Cycle Manufacturer Nov 8 at 12.45 Off Rec, Baldwin st, Bristol

RICH, EDWARD, Romsey, Southampton, Butcher Nov 17 at 3.10 Off Rec, 172, High st, Southampton

SHEPHERD, HENRY, Gt Yarmouth Nov 11 at 12 Off Rec, 8, King st, Norwich

SMITH, JAMES, Manchester, Insurance Agent Nov 8 at 3.30 Off Rec, Byrom st, Manchester

SPARROW, WALTER WHITCHURCH BRYANT, Burton on Trent, Surgeon Nov 7 at 3 Midland Hotel, Burton on Trent

STEPHENSON, LAURANCE, Kingston upon Hull, Plumber Nov 7 at 11 Off Rec, Trinity House ln, Hull

TARGETT, ERNEST, Maidenhead, Horse Dealer Nov 8 at 2 The Bell Hotel, Maidenhead

TAYLOR, ANN, Pontypridd, Innkeeper Nov 7 at 12 135, High st, Merthyr Tydfil

TAYLOR, JOSEPH HARBORNE, Harborne, Stafford, Upholsterer Nov 8 at 2.30 174, Corporation st, Birmingham

TOWNSEND, FREDERICK, Blackburn, Fruiterer Nov 8 at 1 County Court house, Blackburn

TROLLOPE, JAMES, Folkestone, Builder's Foreman Nov 16 at 9.15 Off Rec, 73, Castle st, Canterbury

VON SCHACKY, WILLIAM, Gloucester ter, Hyde Park, Merchant Nov 9 at 11 Bankruptcy bldgs, Carey st

WEEKS, GEORGE, and FRANK WEEKS, Fishponds, Bristol, Builders Nov 8 at 3 Off Rec, Baldwin st, Bristol

WELCH, JOHN THOMAS, Bath, Builder Nov 9 at 12.30 Christopher Hotel, Bath

WILLIAMSON, JOHN, Ulverston, Licensed Victualler

WINCH, EDWIN FRANCIS, Norwich, Chief Constable Nov 7 at 3 30 Off Rec, 8, King st, Norwich

YANNETTA, THOMAS, West Hartlepool, Confectioner Nov 8 at 3 Off Rec, 25, John st, Sunderland

ADJUDICATIONS.

ARNEY, FREDERICK WILLIAM, Kilburn, Meat Carrier High Court Pet Sept 13 Ord Oct 27

BARRETT, JOHN, Heysham, Lancs, Egg and Butter Factor Preston Pet Oct 28 Ord Oct 28

BEYER, ANTON HUGO, Honor Oak pk, Professor of Singing High Court Pet Aug 25 Ord Oct 26

BREWERTON, SUSANNAH, Walton on Thames Kingston, Surrey Pet Oct 23 Ord Oct 27

BROMWICH, WILLIAM MASON, Leyton, Essex, Waiter High Court Pet Oct 26 Ord Oct 26

BUTTERWORTH, SAMUEL, Manchester, Pattern Card Maker Manchester Pet Oct 5 Ord Oct 28

BYERS, THOMAS, Long Newton, Durham Stockton on Tees Pet Oct 26 Ord Oct 26

CARR, FRANK, Leeds, Brewer's Drayman Leeds Pet Oct 27 Ord Oct 27

CLAYSON, GEORGE, Rushden, Northampton, Newsagent Northampton Pet Oct 27 Ord Oct 27

CLEMENTS, HENRY, Beckenham Croydon Pet Aug 2 Ord Oct 26

COLLIER, FREDERICK SKELDING, Plaistow, Builder High Court Pet Oct 5 Ord Oct 27

COOK, GEORGE THOMAS, Northampton, Grocer Northampton Pet Oct 21 Ord Oct 26

CORNELL, WILLIAM, Ipswich, Chemist Ipswich Pet Oct 26 Ord Oct 26

GEORGE, CHARLES, Homerton, Builder High Court Pet Oct 26 Ord Oct 26

GILBERT, WILLIAM HENRY, Maidstone, Grocer Maidstone Pet Oct 28 Ord Oct 28

CROWLE, JAMES, Brighton, Tailor Brighton Pet Oct 26 Ord Oct 26

JENKINS, THOMAS ARCHER, York pl, Portman sq High Court Pet Oct 11 Ord Oct 26

KINGSTON, MATTHEW, Oatlands Park, Surrey Kingston, Surrey Pet Sept 21 Ord Oct 28

LAWRENCE, GEORGE, Kessingland, Suffolk, Tobacconist Great Yarmouth Pet Oct 28 Ord Oct 28

MEEK, GEORGE, Cardiff Cardiff Pet Sept 6 Ord Oct 26

METCALFE, JOHN HENRY, Halifax, Pork Butcher Halifax Pet Oct 26 Ord Oct 26

MYERSCOUGH, WILLIAM HENRY, Blackpool, Wheelwright Preston Pet Oct 26 Ord Oct 26

NEALE, WILLIAM BEVOIR BUCHANAN, Basinghall st High Court Pet Sept 13 Ord Oct 25

NIELD, FRANK, Alsager, Chester, Metal Broker Macclesfield Pet Sept 16 Ord Oct 25

OLD, JAMES, Falmouth, Grocer Truro Pet Oct 28 Ord Oct 28

OLDFIELD, MORTIMER, Bootle, Liverpool, Clerk Liverpool Pet Oct 25 Ord Oct 26

PINFOLD, WILLIAM JOHN, Bedford Bedford Pet Oct 27 Ord Oct 27

PRIESTMAN, EDWARD, Rawdon, nr Leeds, Manufacturer Leeds Pet Sept 9 Ord Oct 26

RICHARDS, JOHN, St Austell, Farmer Truro Pet Oct 26 Ord Oct 26

RICHARDSON, GEORGE QUINTON, Nottingham, Hatter Nottingham Pet Aug 23 Ord Oct 28

ROBINSON, ERNEST EDWARD, Middlesborough, Factor Middlesborough Pet Oct 26 Ord Oct 26

RUSHFORD, GEORGE, Witton Park, Durham, Butcher Durham Pet Oct 27 Ord Oct 27

SMITH, JAMES, Manchester, Insurance Agent Manchester Pet Oct 26 Ord Oct 26

STEEL, JOHN WILLIAM, Leeds, Milliner Leeds Pet Oct 25 Ord Oct 25

TALBOT, WILLIAM HENRY, Burnley, Weaver Burnley Pet Oct 26 Ord Oct 26

THURLBECK, THOMAS JOSEPH HARRISON, North Shields Newcastle on Tyne Pet Oct 17 Ord Oct 26

TIPPING, SARAH, Leicester, Grocer Leicester Pet Oct 26 Ord Oct 26

TONGE, WILLIAM FRANCIS, Manchester, Grocer Manchester Pet Oct 28 Ord Oct 29

Amended notice substituted for that published in the London Gazette of Oct. 24:

MARSHALL, HENRY JOSEPH, Stockton Heath, Chester, Clerk Warrington Pet Oct 20 Ord Oct 20

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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